



Doc#: 0930940021 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/05/2009 09:51 AM Pg: 1 of 19

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 09-17-100-040-0000

Address:

Street: 875 Seegers Road

Street line 2:

City: Des Plaines

State: IL

ZIP Code: 60016

Lender: The Private Bank and Trust Company

Borrower: Filtran, LLC (f/k/a SPX Filtran, LLC)

Loan / Mortgage Amount: \$2,000,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Box 400-CTCC

Certificate number: C95D5F22-F4FC-4185-8590-E4D5F0DD793F

Execution date: 10/20/2009

1 of 1 CTI 01 York 8462604

19/8

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This instrument prepared by and
after recording return to:

Jami L. Brodey, Esq.
GOLDBERG KOHN BELL BLACK
ROSENBLUM & MORITZ, LTD.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603
(312) 201-4000

REAL PROPERTY MORTGAGE (Cook County, Illinois)

THIS REAL PROPERTY MORTGAGE ("**Mortgage**"), made as of October 30, 2009, is made and executed by FILTRAN, LLC (f/k/a SPX Filtran, LLC), a Delaware limited liability company ("**Borrower**"), having its principal offices at 875 Seegers Road, Des Plaines, Illinois 60016, in favor of THE PRIVATEBANK AND TRUST COMPANY ("**Lender**"), having an address at 120 South LaSalle Street, Suite 200, Chicago, Illinois 60603.

RECITALS

I. Pursuant to the terms of a certain Loan and Security Agreement of even date herewith (said Loan and Security Agreement, together with all amendments, supplements, modifications and replacements thereof, being hereinafter referred to as the "**Loan Agreement**") by and among Lender and Borrower, Lender has agreed to make revolving and term loans to Borrower and extend other financial accommodations to Borrower in an aggregate principal amount not to exceed \$10,000,000 (collectively, the "**Loans**"). The final maturity date of the Loans is October 30, 2012. All notes evidencing all or any portion of the Loans (together with all amendments, supplements, modifications and replacements thereof) are hereinafter referred to as the "**Notes**." The terms and provisions of the Notes and the Loan Agreement are hereby incorporated by reference in this Mortgage. The rate or rates of interest payable under the Loan Agreement may vary from time to time.

II. Among other things, this Mortgage is given to secure a revolving credit facility and secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Lender, or otherwise, as are to be made within twenty (20) years following the date hereof. The amount of indebtedness secured hereby may increase or decrease from time to time, however the principal amount of such indebtedness shall not at any time exceed the amount of \$50,000,000 plus interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Instruments (hereinafter defined).

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GRANTING CLAUSES

To secure the payment of the indebtedness under the Loan Agreement (including without limitation all "Obligations" under and as defined in the Loan Agreement), whether or not evidenced by the Notes, and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Mortgage, the Notes, the Loan Agreement and any other documents and instruments now or hereafter executed by Borrower or any party related thereto or affiliated therewith to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Notes, the Loan Agreement and any and all renewals, extensions, amendments and replacements of this Mortgage, the Notes, the Loan Agreement and any such other documents and instruments (the Notes, the Loan Agreement, this Mortgage, such other documents and instruments now or hereafter executed and delivered in connection with the Loans, and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "**Loan Instruments**") (all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as "**Borrower's Liabilities**" the principal amount of which indebtedness and liabilities being secured hereby shall, in no event, exceed \$50,000,000), Borrower does hereby convey, mortgage, warrant, assign, transfer, pledge and deliver to Lender and grant to Lender a security interest in Borrower's right, title and interest in and to the following described property subject to the terms and conditions herein:

- (A) The land legally described in attached **Exhibit A ("Land")**;
- (B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land and all machinery, appliances, equipment, furniture and all other personal property of every kind or nature which constitute fixtures with respect to the Land, together with all extensions, additions, improvements, substitutions and replacements of the foregoing ("**Improvements**");
- (C) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("**Appurtenances**");
- (D)(i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;
- (ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land, Improvements or Appurtenances or any part thereof, (b) damage to all or any portion of the Land, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances or of other property, or (c) the alteration of the grade of any street or highway

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on or about the Land, Improvements, Appurtenances or any part thereof; and, except as otherwise provided herein, Lender is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby; and

(iii) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements or Appurtenances;

(E) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "**Rents**"); it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents, subject, however, to the revocable license given to Borrower to collect and use the Rents as provided in this Mortgage;

(F) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements or Appurtenances, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Borrower which contain evidence of payments made under the leases and all security given therefor (collectively, the "**Leases**"), subject, however, to the revocable license given in this Mortgage to Borrower to collect the Rents arising under the Leases as provided in this Mortgage;

(G) Any and all after-acquired right, title or interest of Borrower in and to any of the property described in the preceding Granting Clauses; and

(H) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses;

All of the mortgaged property described in the Granting Clauses is hereinafter referred to as the "**Mortgaged Property.**"

ARTICLE ONE COVENANTS OF BORROWER

Borrower covenants and agrees with Lender as follows:

1.1. Performance under Loan Agreement, Notes, Mortgage and Other Loan Instruments. Borrower shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all provisions hereof, of the Loan Agreement and of the Notes, every other Loan Instrument and every instrument evidencing or securing Borrower's Liabilities.

1.2. General Covenants and Representations. Borrower covenants, represents and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) Borrower is seized of an indefeasible estate in fee simple in that portion of the

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Mortgaged Property which is real property, and has good and absolute title to it and the balance of the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever, except for the Permitted Liens (as defined in the Loan Agreement); and (b) Borrower will maintain and preserve the lien of this Mortgage as a first and paramount lien on the Mortgaged Property, subject only to the Permitted Liens, until Borrower's Liabilities have been paid in full and all obligations of Lender under the Loan Agreement have been terminated.

1.3. Compliance with Laws and Other Restrictions. Borrower covenants and represents that the Land and the Improvements and the use thereof presently comply in all material respects with, and, except as provided in the Loan Agreement, will continue to comply in all material respects with, all applicable restrictive covenants, zoning and subdivision ordinances and building codes, licenses, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations, except to the extent such non-compliance may be contested pursuant to the provisions of the Loan Agreement.

1.4. Taxes and Other Charges. Borrower shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or Borrower's Liabilities; provided, however, that Borrower may in good faith contest the validity, applicability or amount of any tax, assessment or other charge, in accordance with the terms of the Loan Agreement.

1.5. Mechanic's and Other Liens. Borrower shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien or encumbrance (other than any lien for taxes and assessments not yet due) to be created upon or against the Mortgaged Property; provided, however, that Borrower may in good faith, by appropriate proceedings, contest the validity, applicability or amount of any asserted lien, in accordance with the terms of the Loan Agreement.

1.6. Insurance and Condemnation.

1.6.1. Insurance Policies. Borrower shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of Lender, until Borrower's Liabilities are paid in full, such policies of insurance as are required by the Loan Agreement. Unless Borrower provides Lender with evidence of the insurance coverage required by the Loan Agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the Mortgaged Property. This insurance may, but need not, protect Borrower's interest. The coverage that Lender purchases may not pay any claim that Borrower may make or any claim that is made against Borrower in connection with the Mortgaged Property. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by the Loan Agreement. If Lender purchases insurance for the Mortgaged Property, Borrower will be

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responsible for the costs of such insurance, including interest and any other charges that may be imposed in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provision of the Loan Agreement, the cost of such insurance shall be added to the indebtedness secured hereby. The cost of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

1.6.2. **Adjustment of Loss; Application of Proceeds.** Except as otherwise may be provided by the Loan Agreement, Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies covering the Mortgaged Property and to collect and receive the proceeds from any such policy or policies. The entire amount of such proceeds, awards or compensation shall be applied as provided in the Loan Agreement.

1.6.3. **Condemnation Awards.** Except as otherwise may be provided by the Loan Agreement, Lender shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of, (i) any damage or taking, pursuant to the power of eminent domain, of the Mortgaged Property or any part thereof, (ii) damage to the Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of other property, or (iii) the alteration of the grade of any street or highway on or about the Mortgaged Property. Lender is hereby authorized, at its option, to commence, appear in and prosecute in its own or Borrower's name any action or proceeding relating to any such compensation, awards, damages, claims, rights of action and proceeds and to settle or compromise any claim in connection therewith.

1.6.4. **Obligation to Repair.** If all or any part of the Mortgaged Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Section 1.6.3, Borrower shall promptly and with all due diligence restore and repair the Mortgaged Property to the extent that the proceeds, award or other compensation, or proceeds of the Loans, are made available to Borrower.

1.7. **Lender May Pay; Default Rate.** Upon Borrower's failure to pay any amount required to be paid by Borrower under any provision of this Mortgage, Lender may pay the same. Borrower shall pay to Lender on demand the amount so paid by Lender together with interest at a rate equal to the highest rate payable under the Loan Agreement after the occurrence of an "Event of Default" as such term is defined in the Loan Agreement (the "**Default Rate**") and the amount so paid by Lender, together with interest, shall be added to Borrower's Liabilities.

1.8. **Care of the Mortgaged Property.** Borrower shall preserve and maintain the Mortgaged Property in the condition required by the Loan Agreement.

1.9. **Transfer or Encumbrance of the Mortgaged Property.** Except as permitted by the Loan Agreement, Borrower shall not permit or suffer to occur any sale,

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assignment, conveyance, transfer, mortgage, lease or encumbrance of the Mortgaged Property, any part thereof, or any interest therein, without the prior written consent of Lender having been obtained.

1.10. **Further Assurances.** At any time and from time to time, upon Lender's request, Borrower shall make, execute and deliver, or cause to be made, executed and delivered, to Lender, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such further mortgages, security agreements, financing statements, instruments of further assurance, certificates and other documents as Lender may consider reasonably necessary in order to effectuate or perfect, or to continue and preserve the obligations under, this Mortgage.

1.11. **Assignment of Rents.** Borrower hereby presently and absolutely grants, assigns and transfers to Lender all of Borrower's right, title and interest in and to the Rents, and all Borrower's right, title and interest in the Leases; reserving, however, a license to collect (but not more than thirty (30) days prior to the due date thereof) and retain the Rents prior to any written notice given by Lender to Borrower of the occurrence of an Event of Default. Upon the occurrence and during the continuance of an Event of Default hereunder by Borrower, the license granted hereby shall be automatically revoked and Borrower agrees that each tenant of the Mortgaged Property shall pay such rents to Lender or to Lender's agents on Lender's written demand therefor without any liability on the part of such tenants to inquire further as to the existence of a default by Borrower and Borrower agrees to join with Lender in any notice to tenants to so pay Lender. Such assignment and grant shall continue in effect until Borrower's Liabilities are paid in full and all obligations of Lender under the Loan Agreement have been terminated.

1.12. **After-Acquired Property.** To the extent permitted by, and subject to, applicable law, the lien of this Mortgage shall automatically attach, without further act, to all property hereafter acquired by Borrower located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof.

1.13. **Leases Affecting Mortgaged Property.** Borrower shall comply with and perform in a complete and timely manner all of its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. The assignment contained in Sections (E) and (F) of the Granting Clauses shall not be deemed to impose upon Lender any of the obligations or duties of the landlord or Borrower provided in any lease.

1.14. **Execution of Leases.** Except as permitted by the Loan Agreement, Borrower shall not permit any leases to be made of the Mortgaged Property, or to be modified, terminated, extended or renewed, without the prior written consent of Lender.

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ARTICLE TWO DEFAULTS

2.1. **Event of Default.** The term "**Event of Default**," wherever used in this Mortgage, shall mean any one or more of the following events:

(a) The failure by Borrower to keep, perform, or observe any covenant, condition or agreement on the part of Borrower in this Mortgage, which failure is not cured within any applicable grace or cure period provided in the Loan Agreement.

(b) The occurrence of an "Event of Default" under and as defined in the Loan Agreement or any of the other Loan Instruments.

ARTICLE THREE REMEDIES

3.1. **Acceleration of Maturity.** If an Event of Default shall have occurred, Lender may declare Borrower's Liabilities to be immediately due and payable, and upon such declaration Borrower's Liabilities shall immediately become and be due and payable without further demand or notice.

3.2. **Lender's Power of Enforcement.** If an Event of Default shall have occurred, Lender may, either with or without entry or taking possession as provided in this Mortgage or otherwise, and without regard to whether or not Borrower's Liabilities shall have been accelerated, and without prejudice to the right of Lender thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced or arising thereafter, proceed by any appropriate action or proceeding: (a) to enforce payment of Borrower's Liabilities or the performance of any term hereof or any of the other Loan Documents; (b) to foreclose this Mortgage and to have sold, as an entirety or in separate lots or parcels, the Property; and (c) to pursue any other remedy available to it. Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Lender may determine.

3.3. **Lender's Right to Enter and Take Possession, Operate and Apply Income.**

(a) If an Event of Default shall have occurred, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Property, and to the extent permitted by law, Lender itself, or by such officers or agents as it may appoint, is hereby expressly authorized to enter and take possession of all or any portion of the Property and may exclude Borrower and its agents and employees wholly therefrom.

(b) If Borrower shall for any reason fail to surrender or deliver the Property or any part thereof after Lender's demand, Lender may obtain a judgment or decree conferring on Lender the right to immediate possession or requiring Borrower to

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deliver immediate possession of all or part of the Property to Lender, to the entry of which judgment or decree Borrower hereby specifically consents. Borrower shall pay to Lender, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to Lender, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, Lender, to the extent permitted by law, may hold, store, use, operate, manage and control the Property and conduct the business thereof.

3.4. **Leases.** If Lender so elects, Lender is authorized to foreclose this Mortgage subject to or prior to the rights, if any, of any or all tenants of the Property. Lender may elect to foreclose the rights of some subordinate tenants while foreclosing subject to the rights of other subordinate tenants.

3.5. **Purchase by Lender.** Upon any foreclosure sale, Lender may bid for and purchase all or any portion of the Property and, upon compliance with the terms of the sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

3.6. **Application of Foreclosure Sale Proceeds.** The proceeds of any foreclosure sale of the Property or any part thereof received by Lender shall be applied by Lender to the indebtedness secured hereby in such order and manner as Lender may elect.

3.7. **Application of Indebtedness Toward Purchase Price.** Upon any foreclosure sale, Lender may apply any or all of the indebtedness and other sums due to Lender under the Notes, the Loan Agreement, this Mortgage or any other Loan Instrument to the price paid by Lender at the foreclosure sale.

3.8. **Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws.** Borrower hereby waives any and all rights of redemption. Borrower further agrees, to the full extent permitted by law, that in case of an Even of Default, neither Borrower nor anyone claiming through or under it will set up, claim or seek to take advantage of any reinstatement, appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety. Borrower acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.) (herein called the "Act")) or residential real estate (as defined in Section 15-1219 of the

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Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601 of the Act.

3.9. Receiver-Lender in Possession. If an Event of Default shall have occurred, Lender, to the extent permitted by law and without regard to the value of the Property or the adequacy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at Lender's election, to either the appointment by the court of a receiver (without the necessity of Lender posting a bond) to enter upon and take possession of the Property and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court in possession of the Property as mortgagee in possession with the same power herein granted to a receiver and with all other rights and privileges of a mortgagee in possession under law. The right to enter and take possession of and to manage and operate the Property, and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Lender shall be liable to account only for such rents, income and other benefits actually received by Lender. Notwithstanding the appointment of any receiver or other custodian, Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Lender.

3.10. Borrower to Pay Borrower's Liabilities in Event of Default; Application of Monies by Lender.

(a) Upon occurrence of an Event of Default, Lender shall be entitled to sue for and to recover judgment against Borrower for Borrower's Liabilities due and unpaid together with costs and expenses, including, without limitation, the reasonable compensation, expenses and disbursements of Lender's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage; and the right of Lender to recover such judgment shall not be affected by any taking of possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Property and of the application of the proceeds of sale to the payment of Borrower's Liabilities, Lender shall be entitled to enforce all other rights and remedies under the Loan Documents.

(c) Borrower hereby agrees, to the extent permitted by law, that no recovery of any judgment by Lender under any of the Loan Documents, and no attachment or levy of execution upon any of the Property or any other property of Borrower, shall (except as otherwise provided by law) in any way affect the lien of this Mortgage upon the Property or any part thereof or any lien, rights, powers or remedies of Lender hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before until Borrower's Liabilities is paid in full.

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(d) Any monies collected or received by Lender shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Lender, and the balance remaining shall be applied to the payment of Borrower's Liabilities, in such order and manner as Lender may elect, and any surplus, after payment of all Borrower's Liabilities, shall be paid to Borrower.

3.11. **Compliance with Illinois Mortgage Foreclosure Law.** In the event that any provision in this Mortgage shall be inconsistent with any provision of 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. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender 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 Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

3.12. **Remedies Cumulative.** No right, power or remedy conferred upon or reserved to Lender by the Notes, the Loan Agreement, this Mortgage or any other Loan Instrument or any instrument evidencing or securing Borrower's Liabilities is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Notes, the Loan Agreement or any other Loan Instrument or any instrument evidencing or securing Borrower's Liabilities, or now or hereafter existing at law, in equity or by statute.

ARTICLE FOUR MISCELLANEOUS PROVISIONS

4.1. **Heirs, Successors and Assigns Included in Parties.** Whenever Borrower, Lender are named or referred to herein, heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Mortgage shall bind the successors and assigns of Borrower, including any subsequent owner of all or any part of the Mortgaged Property and inure to the benefit of the successors and assigns of Lender..

4.2. **Notices.** All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Mortgage to Borrower or Lender shall be directed to Borrower or Lender, as the case may be, in the manner and at the addresses for notice set forth in the Loan Agreement.

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4.3. **Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

4.4. **Invalid Provisions.** In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

4.5. **Changes.** Neither this Mortgage nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought.

4.6. **Governing Law.** This Mortgage shall be governed by and in accordance with laws of the State of Illinois.

4.7. **Limitation of Interest.** The provisions of the Loan Agreement regarding the payment of lawful interest are hereby incorporated herein by reference.

4.8. **Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also future advances (whether such advances are obligatory or are to be made at the option of Lender, or otherwise) made by Lender under the Notes or the Loan Agreement within twenty (20) years after 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 indebtedness that may be so secured may decrease or increase from time to time, but the principal amount of all indebtedness secured hereby shall, in no event, exceed \$50,000,000, exclusive of interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Instruments.

4.9. **Last Dollar.** The lien of this Mortgage shall remain in effect until the last dollar of Borrower's Liabilities is paid in full and all obligations of Lender under the Loan Agreement have been terminated.

4.10. **Release.** Upon full payment and satisfaction of Borrower's Liabilities and the termination of all obligations of Lender under the Loan Agreement, Lender shall issue to Borrower an appropriate release or satisfaction in recordable form.

4.11. **Time of the Essence.** Time is of the essence with respect to this Mortgage and all the provisions hereof.

4.12. **Loan Agreement.** The Loans are governed by terms and provisions set forth in the Loan Agreement and in the event of any conflict between the terms of this

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Mortgage and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

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IN WITNESS WHEREOF, Borrower has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

FILTRAN, LLC, a Delaware limited liability company (f/k/a SPX Filtran, LLC)

By Brett Wall
Print Name Brett Wall
Its President

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ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)

I, Annette Difonzo, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Brett Wall, the President of FILTRAN, LLC, a Delaware limited liability company, personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of October, 2009
2009.

Annette Difonzo
Notary Public

My Commission Expires:

10-28-09



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EXHIBIT A

Legal Description

See Attached legal description.

Address: 875 Seegers Road, Des Plaines, Illinois

P.I.N.: 09-17-100-040-0000 and 09-17-100-041-0000

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF LOT "A" IN BENJAMIN CONSOLIDATION OF PART OF THE NORTHWEST 1/4 OF SECTION 17 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1922 AS DOCUMENT NUMBER 7455426, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF SEEGER'S ROAD (ALSO KNOWN AS ELK GROVE ROAD) BEING THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 17, 351 FEET EAST OF THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF SECTION 17; THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 17, A DISTANCE OF 452.95 FEET TO AN INTERSECTION WITH A LINE 8.5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF EXISTING SWITCH TRACK; THENCE SOUTHEASTERLY ALONG THE SAID LINE, 8.5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SAID CENTER LINE OF SWITCH TRACK, BEING THE ARC OF A CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 718.65 FEET FOR A DISTANCE OF 130.32 FEET, THE CHORD OF SAID ARC BEING A LINE FORMING AN ANGLE OF 113 DEGREES 06 MINUTES 55 SECONDS FROM NORTH TO SOUTHEAST WITH THE SAID LINE PARALLEL WITH THE WEST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 17; THENCE SOUTHEASTERLY ON A LINE TANGENT TO THE SAID LAST DESCRIBED CURVED LINE AND FORMING AN ANGLE OF 5 DEGREES 11 MINUTES 42 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE SAID LAST DESCRIBED CHORD, A DISTANCE OF 49.63 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONVEX TO THE SOUTHWEST TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 704.47 FEET, A DISTANCE OF 430.33 FEET, AS MEASURED ON THE SAID ARC TO A POINT OF TANGENCY 359.15 FEET WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF SAID ST. PAUL, MINNEAPOLIS AND SAULTE ST. MARIE RAILROAD OF A LINE FORMING AN ANGLE WITH SAID WESTERLY RIGHT OF WAY LINE 82 DEGREES 13 MINUTES FROM NORTH TO WEST FROM A POINT ON SAID WESTERLY RIGHT OF WAY LINE WHICH IS 620.32 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17; THENCE EASTERLY ON SAID LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 55.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 406.9 FEET, FOR A DISTANCE OF 375.37 FEET AS MEASURED ON THE ARC OF SAID CURVE, TO AN INTERSECTION WITH THE WESTERLY LINE OF THE ST. PAUL, MINNEAPOLIS AND SAULTE ST. MARIE RAILROAD RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID RIGHT OF WAY 782.72 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF LYING WESTERLY OF A LINE DRAWN 335 FEET (AS MEASURED PERPENDICULARLY) WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE ST. PAUL, MINNEAPOLIS AND SAULTE ST. MARIE RAILROAD, IN COOK COUNTY, ILLINOIS

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EXHIBIT A

Legal Description

PARCEL 2:

THAT PART OF LOT "A" IN BENJAMIN CONSOLIDATION OF PART OF THE NORTHWEST 1/4 OF SECTION 17 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1922 AS DOCUMENT NUMBER 7455426, BOUNDED AND DESCRIBED AS

FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF SEEGER'S ROAD (ALSO KNOWN AS ELK GROVE ROAD) BEING THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17, 351.0 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 17, THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 17, A DISTANCE OF 452.95 FEET TO AN INTERSECTION WITH A LINE 8.50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF EXISTING SWITCH TRACK; THENCE SOUTHEASTERLY ALONG SAID LINE 8.50 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SWITCH TRACK, BEING THE ARC OF A CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 718.65 FEET FOR A DISTANCE OF 130.32 FEET, THE CHORD OF SAID ARC BEING A LINE FORMING AN ANGLE OF 113 DEGREES 06 MINUTES AND 55 SECONDS, FROM NORTH TO SOUTHEAST WITH SAID LINE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 17; THENCE SOUTHEASTERLY ON A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AND FORMING AN ANGLE OF 5 DEGREES 11 MINUTES AND 42 SECONDS TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED CHORD, A DISTANCE OF 49.63 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 704.47 FEET, A DISTANCE OF 430.33 FEET, AS MEASURED ON SAID ARC, TO A POINT OF TANGENCY 359.15 FEET WESTERLY OF THE WESTERLY ROW LINE OF SAID ST. PAUL, MINNEAPOLIS AND SAULTE ST. MARIE RAILROAD ON A LINE FORMING AN ANGLE WITH SAID WESTERLY RIGHT OF WAY LINE OF 82 DEGREES 13 MINUTES FROM NORTH TO WEST FROM A POINT ON SAID WESTERLY RIGHT OF WAY LINE WHICH IS 620.32 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17; THENCE EASTERLY ON SAID LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 55.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 406.90 FEET, FOR A DISTANCE OF 375.37 FEET, AS MEASURED ON THE ARC OF SAID CURVE, TO AN INTERSECTION WITH THE WESTERLY LINE OF THE ST. PAUL, MINNEAPOLIS AND SAULTE ST. MARIE RAILROAD RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID RIGHT OF WAY, 782.72 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING EASTERLY OF A LINE DRAWN 335.00 FEET (AS MEASURED PERPENDICULARLY) WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE ST. PAUL, MINNEAPOLIS AND SAULTE ST. MARIE RAILROAD, AND EXCEPTING THAT PART OF LOT "A" IN BENJAMIN CONSOLIDATION OF PART OF THE NORTHWEST 1/4 SECTION 17 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1922 AS DOCUMENT NUMBER 7455426, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID

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EXHIBIT A

Legal Description

NORTHWEST QUARTER OF SECTION 17; THENCE NORTH 87 DEGREES 24 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 17, SAID LINE ALSO BEING THE CENTER LINE OF SEEGER'S ROAD (ALSO KNOWN AS ELK GROVE ROAD), 351.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 17, A DISTANCE OF 195.70 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID PARALLEL LINE, 257.25 FEET TO AN INTERSECTION WITH A LINE 8.5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF EXISTING SWITCH TRACK; THENCE SOUTHEASTERLY ALONG SAID LINE, 8.5 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SWITCH TRACK, BEING THE ARC OF A CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 718.65 FEET FOR A DISTANCE OF 130.32 FEET, THE CHORD OF SAID ARC BEING A LINE FORMING AN ANGLE OF 113 DEGREES 06 MINUTES 55 SECONDS, FROM NORTH TO SOUTHEAST WITH SAID LINE PARALLEL WITH THE WEST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 17; THENCE SOUTHEASTERLY ON A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AND FORMING AN ANGLE OF 5 DEGREES 11 MINUTES 42 SECONDS TO THE RIGHT WITH A PRLONGATION OF SAID LAST DESCRIBED CHORD, A DISTANCE OF 49.63 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 704.47 FEET, A DISTANCE OF 350.65 FEET; THENCE NORTH 5 DEGREES 04 MINUTES 00 SECONDS WEST, 145.42 FEET; THENCE NORTH 27 DEGREES 52 MINUTES 01 SECOND WEST, 324.06 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 34 SECONDS WEST, 336.10 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COCK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR STORMWATER AND MAINTENACE AGREEMENT RECORDED JUNE 30, 2008 AS DOCUMENT 0818233065 MADE BY AND BETWEEN SPX CORPORATION, A DELAWARE CORPORATION AND KB 11 LLC, AN ILLINOIS LIMITED LIABILITY COMPANY FOR THE BENEFIT OF PARCELS 1 AND 2 FOR DRAINAGE IN, ON, OF AND FROM THE DETENTION POND AS NOTED THEREIN TOGETHER WITH RIGHT OF ACCESS THERETO.