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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

**Report Mortgage Fraud**  
800-532-8785



Doc#: 1203416018 Fee: \$86.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/03/2012 10:35 AM Pg: 1 of 25

The property identified as: **PIN:** 08-26-102-019-0000

**Address:**

**Street:** 2375 East Oakton

**Street line 2:**

**City:** Arlington Heights

**State:** IL

**ZIP Code:** 60005

**Lender:** World Truck Rapid Service, LLC

**Borrower:** HCE, Inc

**Loan / Mortgage Amount:** \$1,175,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** AFA3B419-40DB-4B3A-9E40-E1873A67187F

**Execution date:** 01/31/2012

Property of Cook County Clerk's Office

2013 CTF 01 York 8861936

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RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Jones Day  
77 West Wacker  
Chicago, IL 60601-1692  
Attention: Brian L. Sedlak, Esq.

HCE, INC., as mortgagor

To

WORLD TRUCK RAPID SERVICE, LLC, as mortgagee

MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND  
ASSIGNMENT OF LEASES AND RENTS

Dated:	As of January 31, 2012
Location:	2375 East Oakton, Arlington Heights, IL
County:	Cook County Illinois
Property Identification Numbers:	08-26-102-019-0000, 08-26-102-032-0000; 08-26-102-033-0000

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Jones Day  
77 West Wacker  
Chicago, IL 60601-1692  
Attention: Brian L. Sedlak, Esq.

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## MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS (as the same may from time to time be amended, restated or otherwise modified, this "Mortgage") is made as of January 31, 2012, by HCE, INC., an Illinois corporation ("Mortgagor"), whose address is 1602 E. Flentie Lane, Arlington Heights, Illinois 60005, in favor of WORLD TRUCK RAPID SERVICE, LLC, a Delaware limited liability company, its successors and assigns, ("Mortgagee"), whose address is 2701 Navistar Drive, Lisle, Illinois 60532.

### WITNESSETH

WHEREAS Mortgagor is indebted to Mortgagee in the principal sum of up to One Million One Hundred Seventy Five Thousand and NO/100 Dollars (\$1,175,000) (the "Loan"), pursuant to that certain Loan and Security Agreement dated as of January 31, 2012 (as the same may be amended, modified or restated, the "Loan Agreement"). The Loan shall be further evidenced by a promissory note (the "Note"; collectively, the Loan Agreement, the Note and the other documents which evidence or relate to the Loan shall be collectively referred to herein as the "Loan Documents") payable to the order of Mortgagee, whereby Mortgagor promises to pay said principal sum (or so much thereof as may be outstanding at the maturity thereof) together with interest at the rates and at the times specified in the Note, which has an expected maturity date of January 31, 2017.

NOW, THEREFORE, Mortgagor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, agrees as follows:

1. Granting Clause. As security for the payment of the Secured Indebtedness (as hereinafter defined), Mortgagor mortgages, transfers, assigns, pledges, grants, bargains, sells, conveys, aliens, releases and confirms unto Mortgagee all that certain lot or parcel of ground located at 2375 East Oakton, Arlington Heights, Illinois as more fully described in Exhibit A attached hereto (collectively, the "Premises"), together with all present and future:

(a) buildings and improvements erected thereon, and alterations, additions and improvements thereto and all cash and non-cash proceeds thereof (collectively, the "Improvements");

(b) easements, rights of way, streets, alleys, passage ways, water, water courses, mineral and oil and gas rights, rights, liberties, privileges, hereditaments and the appurtenances belonging or in any way appertaining thereto (collectively, the "Appurtenances");

(c) reversions, remainders, rents, income, proceeds, issues, profits, fees, payments, grants, franchises, rights, concessions and operating privileges derived from or received in connection with all purposes for which the Premises and Improvements might be employed and all cash and non-cash proceeds thereof (collectively, the "Rents");

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(d) building materials, machinery, apparatus, equipment, fittings, furniture, fixtures and articles of personal property located on, about, under or in the Premises or the Improvements, without regard to whether the same may be affixed to the Premises or Improvements, and used or usable in connection with any present or future operation of the Improvements, including but not limited, to all heating, electrical, air conditioning, ventilating, lighting, laundry, incinerating and power equipment, computers, computer equipment and all other property incidental thereto, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, communications apparatus, appliances, furnishings, carpeting, cabinets, partitions, ducts and compressors and all parts and accessories therefor and all substitutions and replacements thereof, and the cash and non-cash proceeds of all of the foregoing, including but not limited to the proceeds of any policy or policies of insurance thereon (collectively, the "Building Equipment");

(e) awards, decrees, condemnation or other proceeds and settlements made to or for the benefit of Mortgagor by reason of any damage to, destruction of or taking of the Premises or any part thereof or any Improvements or any Building Equipment, whether such award shall be made by reason of the exercise of the right of eminent domain or otherwise, or by any public or private authority, tribunal, corporation or other entity or by any natural person and all cash and non-cash proceeds thereof (collectively, the "Awards"); and

(f) contracts, licenses, permits, approvals, registration, product and manufacturer warranties, guarantees and service agreements, including all manuals, policies, instructions and other documents in connection with the same in favor of Mortgagor or by and between Mortgagor and any and all boards, agencies, departments, governmental or other parties of any kind, relating, directly or indirectly to the Premises, Building Equipment, Improvements, Appurtenances, Rents or Awards and all cash and non-cash proceeds thereof (collectively, the "Licenses").

Mortgagee, its successors and assigns shall have and hold the Premises with the Improvements, Appurtenances, Rents, Building Equipment, Awards, Licenses and all other property hereby mortgaged, with all appurtenances thereto forever. All of the property of whatever kind described in or covered by this Mortgage may be hereinafter referred to collectively as the "Mortgaged Property".

2. Satisfaction. The conveyance to Mortgagee of the Mortgaged Property as security created and consummated by this Mortgage shall be in full force and effect until the date that all the Secured Indebtedness (other than contingent indemnification obligations) have been indefeasibly paid in full in accordance with the terms of the Loan Agreement and Mortgagor has no further right to obtain any amount of the Loan pursuant to the Loan Agreement. If and when the Secured Indebtedness has been paid and performed in full and Mortgagor has performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein and in the Loan Agreement, then this Mortgage and the estate, right and interest of Mortgagee in and to the Mortgaged Property shall cease and Mortgagee shall file such documents as are reasonably requested by Mortgagor to release the Mortgage from record, at Mortgagor's cost, if permitted by law, but otherwise shall remain in full force and effect.

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3. Obligations Secured. This Mortgage secures the full and timely payment and performance of:

(a) any and all amounts due and payable pursuant to the Loan Documents plus all accrued and unpaid interest thereon; and

(b) any and all (i) advances Mortgagee may make or become obligated to make for the protection of the security hereby given, including, without limitation unpaid balances of advances made with respect to the Mortgaged Property for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the Mortgaged Property or the lien of this Mortgage; and all expenses incurred by Mortgagee by reason of an Event of Default (as hereinafter defined) by Mortgagor hereunder; and (ii) all advances Mortgagee may make to pay toward all or part of the cost of completing any erection, construction, alteration or repair of any part of the Mortgaged Property.

All of the obligations, indebtedness and undertakings described in this Section 3 may be referred to collectively as the "Secured Indebtedness".

4. Warranty of Title. Mortgagor represents that (a) Mortgagor lawfully holds indefeasible fee simple title to the Mortgaged Property, free of any liens, claims, encumbrances and/or restrictions, except for Permitted Liens (as hereinafter defined); (b) this Mortgage creates a valid and enforceable first priority lien against and security interest in the Mortgaged Property subject only to the aforesaid title exceptions (if any); and (c) Mortgagee, subject to Mortgagor's right of possession prior to an Event of Default, shall quietly enjoy and possess the Mortgaged Property. Mortgagor covenants to preserve such title and the validity and priority of the lien and security interest hereof and shall forever warrant and defend the same unto Mortgagee against the claims of all persons and parties whatsoever. As used herein, the term "Permitted Liens" shall mean those items set forth on Exhibit B attached hereto.

5. Security Agreement. This Mortgage constitutes a security agreement under the Uniform Commercial Code as adopted and existing from time to time in the State of Illinois (the "Code"). Mortgagor grants to Mortgagee a security interest in and lien upon all that property included within the term "Mortgaged Property" which might otherwise be deemed personal under the Code, together with all cash and non-cash proceeds of such personal property. Upon filing this Mortgage in the appropriate offices, this Mortgage shall also be effective as a financing statement filed in such offices with respect to such personal property. This Mortgage also constitutes a "fixture filing" under the Code, covering any of Mortgagor's property now owned or hereafter acquired which is or becomes a "fixture" to the Mortgaged Property. For this purpose, the respective addresses of Mortgagor, as debtor, and Mortgagee, as secured party, are as set forth in the preambles of this Mortgage. Mortgagor is a corporation organized under the laws of the State of Illinois and its organizational number is 66300439.

6. Taxes, Rents and Other Charges. Mortgagor will pay, prior to the time when interest or penalties commence to accrue thereon, all taxes, sewer and water rents, other claims and charges, including charges in lieu of taxes, owing to all federal, state and local agencies, boards, bureaus and departments (collectively, the "Governmental Authority"). Mortgagor will produce to Mortgagee, upon request, receipts or other satisfactory evidence of such payment.

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7. Escrow Deposits. Mortgagor will deposit with Mortgagee monthly, if so requested by Mortgagee in writing after the occurrence of an Event of Default, (a) a sum equal to 1/12th of the annual taxes, sewer and water rents, and such other claims and charges as may be assessed or levied by any Governmental Authority on or against the Mortgagor or the Mortgaged Property, including charges in lieu of taxes; and (b) such amounts as shall be necessary to create a fund adequate to pay the premiums on all insurance required herein prior to expiration of the current policies. Unless otherwise required by law, Mortgagee shall have no obligation to pay interest to Mortgagor on such escrow deposits. It is intended that not later than one month prior to the respective dates on which the premiums shall be due and payable and the real property taxes shall last be due and payable without interest or penalty, and provided no Default shall have occurred, such sums shall be applied to the payment of the item or items in respect of which such amounts were deposited or, at Mortgagee's option, to the payment of such items in such order of priority as Mortgagee shall determine, as the same became due and payable, and Mortgagor shall make available to Mortgagee proper bills therefor. If Mortgagor is required to have deposited such sums with Mortgagee and the amount then held by Mortgagee on deposit shall be insufficient to pay such premiums or taxes, Mortgagor, upon demand, shall pay to Mortgagee any amount necessary to make up such deficiency. If an Event of Default shall have occurred and remains uncured, Mortgagee may, at its option, apply the amounts then deposited with Mortgagee, or any part thereof, in payment of the Secured Indebtedness. Nothing contained in this Section 7 shall be deemed to affect any right or remedy of Mortgagee under any other provisions of this Mortgage or of any statute or rule of law to pay any such items and to add the amount of the payment with interest, as herein provided, to the Secured Indebtedness, and to require payment thereof on demand. If, when making any assignment of this Mortgage, the then mortgagee shall pay over to its assignee the then balance of the deposits made by Mortgagor under this Section 7, such assigning mortgagee shall have no further obligation to Mortgagor for the proper application of such deposits.

8. Maintenance of Mortgaged Property. Mortgagor (a) shall maintain the Mortgaged Property in good repair and order; (b) shall not remove from the Premises or Improvements, any Building Equipment or any other property of any nature covered by the lien or security interest granted by this Mortgage, unless such Building Equipment is obsolete or is replaced with comparable Building Equipment of equal or greater value acceptable to Mortgagee; (c) shall not make, install or permit to be made or installed any alterations, additions or improvements of any nature to or in the Mortgaged Property that negatively affect the value of the Mortgaged Property or are structural in nature without obtaining the prior written consent of Mortgagee and without obtaining insurance thereon; and (d) shall not commit or suffer any waste of the Mortgaged Property or make any change in the use thereof which will in any way increase the risk of fire or other hazard or that may impair the security of this Mortgage.

9. Maintenance and Preservation of Easements. Mortgagor will do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances, rights of way and other interests and rights in favor of, or constituting any portion of the Mortgaged Property.

10. Mechanics' Liens. If a mechanic's lien is filed against the Premises, Mortgagor shall promptly notify Mortgagee and, at Mortgagee's request, shall deliver to Mortgagee, either of the following, at Mortgagor's option, (a) a cash deposit or (b) an indemnity bond satisfactory

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to Mortgagee issued by a surety satisfactory to Mortgagee, in the amount claimed by any such lien, together with an additional sum necessary to pay all costs, interest and penalties that may be payable in connection therewith. Without Mortgagee's prior written consent, Mortgagor shall not allow any lien, encumbrance, or other interest in the Property to be perfected against the Property, other than Permitted Liens, unless Mortgagor is then diligently contesting same and has, as to the lien, encumbrance or interest being contested, complied with (a) or (b) of the preceding sentence.

11. Condemnation. Mortgagor shall notify Mortgagee promptly upon receiving any notice of commencement of any proceedings for the condemnation or other taking of any or all of the Mortgaged Property and shall permit Mortgagee to participate in such proceedings and to receive all proceeds payable to Mortgagor as an award or in settlement, up to the amount of the Secured Indebtedness. Mortgagor hereby appoints Mortgagee attorney-in-fact for Mortgagor (which appointment, being coupled with an interest, shall be irrevocable) (a) to collect and receive any such awards, damages, payments and compensation from the authorities making the same, (b) to give receipts and acquittances therefor, and (c) to institute, appear in and prosecute any proceeding therefor in the event Mortgagor fails to take such action. All sums collected by or paid to Mortgagee, net of any costs, including attorneys fees, incurred by Mortgagee in collecting the same may be (i) applied by Mortgagee, in such order of priority as Mortgagee shall determine, to the Secured Indebtedness, whether or not then due and payable, or (ii) paid or made available by Mortgagee to Mortgagor, on such terms as Mortgagee may specify, without Mortgagee thereby waiving or impairing any equity or lien, under and by virtue of this Mortgage, as a result of any such taking, alteration of grade or other injury to or decrease in value of the Mortgaged Property. If, prior to the receipt by Mortgagee of said sums, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right, whether or not a deficiency judgment on the Secured Indebtedness shall have been sought, recovered or denied, to receive said sums to the extent of the Secured Indebtedness remaining unsatisfied after such sale, with interest thereon with interest thereon, unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate that may be collected from Mortgagor under applicable law, and to receive costs and expenses, disbursements, including attorney's fees, incurred by Mortgagee in connection with the collection of said sums.

12. Leases. Mortgagor shall not lease or permit anyone else to lease any portion of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee shall not in any way assume or will be deemed to have assumed any of the obligations as landlord under any leases. Mortgagor shall perform (or cause to be performed) every obligation of the lessor and shall enforce every obligation of the lessee in every lease or any tenancy with respect to the Mortgaged Property. Mortgagor shall not modify, alter, waive or cancel any lease or any part thereof nor assign any such lease or any such rents. Mortgagor shall deliver or cause to be delivered to Mortgagee, assignments of all leases of the Mortgaged Property, together with subordination and/or attornment agreements and estoppel letters or certificates from any or all tenants of the Mortgaged Property, all such assignments, agreements, estoppel letters and certificates to be in such form as Mortgagee may require. Unless otherwise directed by Mortgagee, all leases of the Mortgaged Property made after the date hereof shall specifically provide that such leases are subordinate to this Mortgage; that the tenant attorns to Mortgagee, such attornment to be effective upon Mortgagee's acquisition of title to the Mortgaged Property;

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that the tenant agrees to execute such further evidences of attornment as Mortgagee may from time to time request; and that the attornment of the tenant shall not be terminated by foreclosure.

Mortgagor shall furnish to Mortgagee from time to time as reasonably requested by Mortgagee a complete list of all agreements of sale and leases for the Mortgaged Property, or any portion thereof, in such detail as may be requested by Mortgagee. Mortgagor shall deliver to Mortgagee certified copies of all agreements of sale and leases, together with copies of correspondence and memoranda between Mortgagor and tenants or any successors thereunder setting forth the contractual arrangements between them.

13. Assignment of Rents. Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee all of the leases, rents and revenues of the Mortgaged Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Mortgaged Property, regardless to whom the rents and revenues of the Mortgaged Property are payable. Although this Agreement is a present assignment, Mortgagee shall not exercise any of the rights or powers herein conferred upon it until an Event of Default shall have occurred. Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Mortgaged Property to pay such rents to Mortgagee or Mortgagee's agents. Upon the occurrence of an Event of Default, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Mortgaged Property in person, by agent or by a court appointed receiver, Mortgagee shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 13 as the same become due and payable (including but not limited to rents then due and unpaid). Under no circumstances shall Mortgagee have any duty to produce Rents from the Mortgaged Property. Regardless of whether Mortgagee, in person or by agent, takes actual possession of the Premises and Improvements, unless Mortgagee agrees in writing to the contrary, Mortgagee is not and shall not be deemed to be: (a) a "mortgagee in possession" for any purpose, or (b) responsible for performing any of the obligations of lessor under any lease, or (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Mortgaged Property, or any negligence in the management, upkeep, repair or control of the Mortgaged Property, or (d) liable in any manner for the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any part of it. This Section 13 may be supplemented by a separate assignment of leases and rents agreement entered into by and between Mortgagee and Mortgagor, which instrument shall set forth more fully Mortgagee's rights with respect to the leases, rents and revenue of the Property.

14. Right to Remedy. In the event Mortgagor shall fail to perform any of its obligations hereunder or under any of the other Loan Documents, including, without limitation, fail to (a) pay any taxes, water and sewer rents, assessments, charges, claims, costs, expenses or fees required to be paid under the terms of this Mortgage, (b) maintain insurance as required herein, or (c) make all necessary repairs to the Mortgaged Property as required herein, Mortgagee may advance sums on behalf of Mortgagor to remedy such failure, including, without limitation, payment of any taxes, water and sewer rents, assessments, charges, claims, costs, expenses, fees, insurance premiums and repairs without prejudice to the right of enforcement of the Loan Documents. Mortgagor shall immediately reimburse Mortgagee for any sums advanced by Mortgagee on Mortgagor's behalf.



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15. Sums Advanced by Mortgagee. Any sums advanced by Mortgagee for the payment of any repairs, insurance premiums, taxes, water and sewer rents, assessments, charges, claims, costs, expenses, fees and any other sums advanced by Mortgagee in any way connected with the Mortgaged Property or any of the Loan Documents shall be added to and become a part of the Secured Indebtedness, and repayment thereof, together with interest thereon, unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate allowable by applicable law.

16. Stamps and Taxes. If at any time any Governmental Authority shall require internal revenue stamps on all or any part of the Mortgage, other Loan Documents or the Secured Indebtedness, Mortgagor shall pay for same upon demand. If Mortgagor fails to make such payment within fifteen (15) days after demand for same, Mortgagee may pay for such stamps. If at anytime any law or ordinance imposes a tax on Mortgagee with respect to the Mortgaged Property, the value of Mortgagor's equity therein, the amount of the indebtedness secured hereby or this Mortgage, Mortgagee shall have the right at its election, from time to time, to give Mortgagor fifteen (15) days written notice to pay the Secured Indebtedness, whereupon the Secured Indebtedness shall become immediately due, payable and collectible at the expiration of such period of fifteen (15) days, without further notice or demand. However, if prior thereto, lawfully and without violation of usury laws, Mortgagor has paid any such tax in full as the same became due and payable, such notice shall be deemed to have been rescinded with respect to any right of Mortgagee hereunder arising by reason of the tax so paid.

17. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default," as such term is used herein:

- (a) Mortgagor shall fail to pay any principal of the Loan, whether at the stated date of maturity or any accelerated date of maturity or at any other date fixed for payment;
- (b) Mortgagor shall fail to pay, when the same shall be due and payable, any interest on the Loan or any other sums due hereunder or under any of the other Loan Documents, whether at the stated date of maturity or any accelerated date of maturity or at any other date fixed for payment;
- (c) Mortgagor shall fail to comply with any of its covenants contained herein or in Section 6 or Section 16 hereof or any of the comparable covenants contained in any of the other Loan Documents;
- (d) Mortgagor shall fail to perform any other term, covenant or agreement contained herein or in any of the other Loan Documents for fifteen (15) days after written notice of such failure has been given to the Mortgagor by Mortgagee;
- (e) Any representation or warranty of Mortgagor herein or in any of the other Loan Documents or in any other document or instrument delivered pursuant to or in connection with this Mortgage shall prove to have been false in any material respect upon the date when made or deemed to have been made or repeated;
- (f) Mortgagor shall make a general assignment for the benefit of creditors, or admit in writing its inability to pay or generally fail to pay its debts as they mature or become

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due, or shall petition or apply for the appointment of a trustee or other custodian, liquidator or receiver or of any substantial part of their assets or shall commence any case or other proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction, now or hereafter in effect, or shall take any action to authorize or in furtherance of any of the foregoing, or if any such petition or application shall be filed or any such case of other proceeding shall be commenced against Mortgagor, or Mortgagor or its respective authorized representative shall indicate its approval thereof, consent thereto or acquiescence therein;

(g) A decree or order is entered appointing any such trustee, custodian, liquidator or receiver or adjudicating Mortgagor bankrupt or insolvent, or approving a petition in any such case or other proceeding; or a decree or order for relief is entered in respect of Mortgagor in an involuntary case under federal bankruptcy laws as now or hereafter constituted and such decree or order for relief entered in an involuntary case under federal bankruptcy laws remains undischarged for more than thirty (30) days;

(h) There shall remain in force, undischarged, unsatisfied and unstated, for more than thirty (30) days, whether or not consecutive, any uninsured final judgment against Mortgagor;

(i) If any of the Loan Documents shall be canceled, terminated, revoked or rescinded otherwise than in accordance with the terms thereof or with the express prior written agreement, consent or approval of Mortgagee, or any action at law, suit or in equity or other legal proceeding to cancel, revoke or rescind any of the Loan Documents shall be commenced by or on behalf of Mortgagor, or any court or any other governmental or regulatory authority or agency of competent jurisdiction shall make a determination that, or issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan Documents is illegal, invalid or unenforceable in accordance with the terms thereof;

(j) Mortgagor shall be indicted for a federal crime, a punishment for which could include the forfeiture of any assets of Mortgagor; and

(k) If a default occurs under any of the other Loan Documents and continues beyond the applicable grace period, if any, contained therein.

18. Remedies. Upon the occurrence of an Event of Default, Mortgagee may forthwith and without demand exercise any one or more of the following rights and remedies in addition to any of the rights or remedies provided herein or in any other Loan Documents or such rights and remedies otherwise available to Mortgagee at law or in equity, without further stay, any law, usage or custom to the contrary notwithstanding:

(a) Take possession of the Mortgaged Property and exercise with respect thereto all rights of a mortgagee-in-possession.

(b) Collect all proceeds from agreements of sale with respect to the Mortgaged Property and revoke Mortgagor's license to collect all rentals from the Mortgaged Property and, after deducting all costs of collection and administration expenses, apply the net proceeds or rentals to the payment of taxes, water and sewer rents, charges and claims, insurance

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premiums and all other carrying charges, maintenance, repair or restoration of the Mortgaged Property, or on account and in reduction of the principal, interest or both of the Secured Indebtedness, in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect.

(c) Institute any appropriate action or proceeding to foreclose this Mortgage and may proceed therein or judgment and execution for all sums secured by this Mortgage.

(d) Sell the Mortgaged Property according to law at one or more sales as an entirety or in parcels, if applicable, and at such time and place upon such terms and conditions and after such notices thereof as may be required by applicable law; provided, that, in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Agreement shall continue as a lien and security interest on the remaining portion of the Mortgaged Property.

(e) Exercise each and every right available to it as a secured party under the Uniform Commercial Code as enacted in the State of Illinois.

(f) Exercise each and every right granted to it hereunder, under any of the Loan Documents at law or in equity.

(g) Exercise any and all rights and remedies of Mortgagor under the Licenses, without any interference or objection from Mortgagor.

(h) As it deems necessary, effect new Licenses, cancel or surrender existing Licenses, alter or amend the terms of and renew existing Licenses and make concessions to any third party in connection therewith.

(i) Have a receiver appointed to enter into possession of the Mortgaged Property to collect the earnings, revenues, rents, issues, profits and income derived therefrom and apply the same as the court may direct. Mortgagee shall be entitled to the appointment of a receiver without the necessity of proving either the inadequacy of the security or the insolvency of Mortgagor or any other person who may be legally or equitably liable to pay the Secured Indebtedness and Mortgagor and each such person shall be deemed to have waived such proof and to have consented to the appointment of such receiver.

(j) Construct improvements upon the Mortgaged Property or cause repairs to be made to or otherwise alter any present or existing improvements thereon.

19. Remedies Cumulative. All rights and remedies hereby granted or otherwise available to Mortgagee shall be cumulative and concurrent; may be pursued singly, successively or together at Mortgagee's sole option; and may be exercised from time to time and as often as occasion hereof shall occur until the Secured Indebtedness is paid in full. Mortgagee may resort to any security it holds in such order and manner as Mortgagee sees fit and may sell at any foreclosure sale in this Mortgage the Premises, Improvements and Building Equipment in one parcel or in such parcels as Mortgagee in its sole discretion elects so to do and such foreclosure sale shall pass title to sell such property.

20. No Release. No extension in indulgence granted to Mortgagor, no alternation, change or modification hereof or of any other Loan Document consented or agreed to by

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Mortgagee and no other act or omission of Mortgagee, including the taking of additional security or the release of any security, shall constitute a release of the lien and obligation of this Mortgage or be interposed as a defense against the enforcement of this Mortgage, except for an act of Mortgagee that constitutes an express, effective release and satisfaction of the Secured Indebtedness.

21. Modification. This Mortgage may not be changed orally or by any course of dealing between Mortgagor and Mortgagee, but only by an agreement in writing duly executed on behalf of the party against whom enforcement of any waiver, change, modification or discharge is sought.

22. Further Assurances. Mortgagor shall provide Mortgagee from time to time on request by Mortgagee with such mortgages, agreements, financing statements and additional instruments, documents or information as Mortgagee may in its discretion deem necessary or advisable to protect, perfect and/or maintain the liens and security interests in the Mortgaged Property. Mortgagor hereby authorizes and appoints Mortgagee as Mortgagor's attorney-in-fact which appointment, being coupled with an interest, is irrevocable) with full power of subscription, execute on Mortgagor's behalf and file at Mortgagor's expense such mortgages, financing statements and amendments thereto, in those public offices deemed necessary or appropriate by Mortgagee to establish, maintain and protect a continuously perfected lien and security interest in the Mortgaged Property.

23. Communications and Notices. Any notice or other communication in connection with this Mortgage or any of the other Loan Documents, shall be in writing, and (i) deposited in the United States Mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service such as Federal Express, or (iii) sent by facsimile transmission, provided a copy is also sent by first-class mail addressed:

If to Mortgagor:

HCE, Inc.  
1602 Felentie Lane  
Arlington Heights, Illinois 60004  
Attention: David Lopina  
Email: [LOPINAHOUSE@aol.com](mailto:LOPINAHOUSE@aol.com)

With a copy to:

Paul Plotnick  
9933 Lawler Avenue, Suite 312  
Skokie, Illinois 0077  
Email: [9933312@sbcglobal.net](mailto:9933312@sbcglobal.net)

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If to Mortgagee:

World Truck Rapid Service, LLC  
 c/o Navistar, Inc.  
 2701 Navistar Drive  
 Lisle, IL 60532  
 Attention: Jeff Wigfield

Any such addressee may change its address for such notices to such other address in the United States as such addressee shall have specified by written notice given as set forth above. All periods of notice shall be measured from the deemed date of delivery.

A notice shall be deemed to have been given, delivered and received for the purposes of all Loan Documents upon the earliest of: (i) if sent by such certified or registered mail, on the third business day following the date of postmark, or (ii) if hand delivered at the specified address by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day, or (iii) if sent by facsimile transmission, upon receipt during customary business hours on a business day as evidenced by confirmation.

24. Waivers. In connection with any proceedings under the Loan Documents, including without limitation any action by Mortgagee in repletion, foreclosure or other court process or in connection with any other action related to the Loan Documents or the transactions contemplated hereunder, Mortgagor waives:

- (a) all errors, defects and imperfections in such proceedings;
- (b) all benefits under any present or future laws exempting any property, real or personal, or any part of any proceeds thereof from attachment, levy or sale under execution, or providing for any stay of execution to be issued on any judgment recovered under any of the Loan Documents or in any replevin or foreclosure proceeding, or otherwise providing for any valuation, appraisal or exemption;
- (c) presentment for payment, demand, notice of demand, notice of non-payment, protest and notice of protest of any of the Loan Documents, including the Mortgage Note; and
- (d) any requirement for bonds, security or sureties required by statute, court rule or otherwise.

25. Construction. The use of the words "Mortgagor" or "Mortgagee" shall be deemed to include the successors and assigns of the party or parties. If there shall be more than one Mortgagor or party constituting the Mortgagor, the obligation of each shall be joint and several. The use of any gender shall include all genders. The singular number shall include the plural, or the plural the singular, as the context may require. Wherever in this Mortgage the Mortgagee's consent or approval is required or permitted, such consent or approval shall be at the sole and absolute discretion of Mortgagee.

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26. Invalid Provisions Disregarded. If any term or provision of this Mortgage or the application thereof to any particular circumstances shall to any extent be invalid or unenforceable, the remainder of this Mortgage or the application of such terms or the provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Mortgage shall be valid and be enforced to the fullest extent permitted by law.
27. Applicable Law. This Mortgage shall be governed by and construed in accordance with the internal substantive laws of the State of Illinois, without giving effect to conflicts of law principles thereof.
28. Captions. The captions appearing in this Mortgage are inserted solely for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.
29. No Beneficiaries. The rights and remedies of this Mortgage shall not inure to the benefit of any third party other than the successors or assigns of Mortgagee.
30. Priority of Mortgage Lien. Mortgagee, at Mortgagee's option, is authorized and empowered to do all things provided to be done by a mortgagee under Illinois law, and any present or future amendments or supplements thereto, as in effect from time to time, for the protection of Mortgagee's interest in the Mortgaged Property.
31. WAIVER OF TRIAL BY JURY. MORTGAGOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, OR THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER.
32. Inconsistencies. In the event of any inconsistency between this Mortgage and the Note, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid security interest upon the Mortgaged Property, otherwise the provisions of the Note shall be controlling.
33. Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to the amounts secured hereby) the payment of any and all loan commissions, service charges, liquidated damages, expenses and commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagor in connection with the Secured Indebtedness. This Mortgage is given in part to secure future advances and shall secure not only existing indebtedness hereby secured but also future advances under the Loan Documents and the Note, whether such advances are obligatory or are to be made at the option of the Mortgagor 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 although there may be no advance made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby and shall include future advances under the Loan Documents and the Note, from the time of filing this Mortgage of record in the office of the Recorder of Cook

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County, Illinois. The total amount of indebtedness evidenced by the Secured Indebtedness may increase or decrease from time to time but the total unpaid principal balance of indebtedness hereby secured (including disbursements which the Mortgagor may make under this Mortgage or the Secured Indebtedness) at any time outstanding shall not exceed a maximum of \$10,000,000 plus interest thereon and disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "Maximum Credit"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances including statutory liens excepting solely taxes and assessments levied on the Property to the extent of the Maximum Credit.

34. State of Illinois Provisions.

(a) Principles of Construction. In the event of any inconsistencies between the other terms and provisions of this Mortgage and this Section 34, the terms and provisions of this Section 34 shall govern and control.

(b) Business Loan. Mortgagor represents and warrants that the amounts secured by this Mortgage will be used for the purposes specified in Paragraph 815 I.L.C.S. 205/4(1)(c), and that the Secured Indebtedness secured hereby constitute a "business loan" within the purview of said paragraph and that the Loan is "a loan secured by a mortgage on real estate" within the purview and operation of Section 815 I.L.C.S 205./4(1)(l).

(c) Waiver of Homestead and Redemption. Borrower releases and waives all rights under the homestead and exemption laws of the State of Illinois. Borrower acknowledges that the Property does not include "agricultural real estate" or "residential real estate" as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Pursuant to 735 ILCS 5/15-1601(b) Borrower waives any and all rights of redemption from sale under any order of foreclosure of this Security Instrument or other rights of redemption which may run to Borrower or any other "Owner of Redemption", as that term is defined in 735 ILCS 5/15-1212. Borrower waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law.

(d) Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision of this Mortgage shall be inconsistent with any provision of IMFL, the provisions of IMFL 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 IMFL. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon any Event of Default by Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under IMFL in the absence of said provision Mortgagee shall be vested with the rights granted in IMFL to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under IMFL, whether incurred before or after any decree or judgment of foreclosure, and whether or not encumbered in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by judgment of foreclosure.

(e) Waiver of Redemption Rights. Mortgagor agrees, to the full extent permitted by law, that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation,

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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 Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Mortgagor, 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 Mortgaged Property marshaled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. Mortgagor 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 IMFL) or residential real estate (as defined in Section 15-1219 of the IMFL). Mortgagor hereby voluntarily and knowingly waives, to the full extent it may lawfully do so, any and all rights of redemption as allowed under Section 15-1601 of the IMFL.

(f) Usury. All agreements between Mortgagor and Mortgagee (including, without limitation, those contained in this Mortgage, the Note or any of the other Loan Documents) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to Mortgagee exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other documents securing the indebtedness, at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, then ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois, and if for any reason whatsoever, Mortgagee shall receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the indebtedness secured by this Mortgage (whether or not then due and payable) and not to the payment of interest.

(g) Recovery of Expenses on Foreclosure. All expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the IMFL, 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

(h) Compliance with Illinois Collateral Protection Act. Mortgagor hereby acknowledges that the following notice by Mortgagee is required by and given in full compliance with the Illinois Collateral Protection Act, 815 ILCS 180/15. Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Property. This insurance may, but need not, protect Mortgagor's interest. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Property, Mortgagor will be responsible for the cost of that insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the



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insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Mortgagor's total outstanding balance or obligation. The cost of insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

(i) Additional Remedies. In addition to any other remedies set forth herein or otherwise available to Mortgagee, if Mortgagee commences any suit to foreclose this Mortgage, Mortgagee shall have the right to apply to the court in which such proceedings are pending for entry of an order placing Mortgagee in possession of the Property. If an order is entered placing Mortgagee in possession of the Property, Mortgagee may thereupon enter upon and take immediate possession of the Property, expel and remove any persons, goods or chattels occupying or upon the Property, receive all rents, and issue receipts therefor, manage, control and operate the Property, including, but not limited to, the making of all repairs and replacements deemed necessary by Mortgagee and the leasing of the Property or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees, costs, fees and expenses incurred in the protection, care, maintenance, management and operation of the Property, apply the remaining net income, if any, to the Secured Indebtedness. At the option of Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice of entry of the order placing Mortgagee in possession in accordance with this Mortgage. If Mortgagor shall remain in physical possession of the Property after entry of an order placing Mortgagee in possession, Mortgagor's possession shall be as a tenant at sufferance of Mortgagee, and Mortgagor agrees to pay to Mortgagee, or to any other person authorized by Mortgagee, after entry of such order, a monthly rental for the Property, or the part thereof so occupied by Mortgagor to be applied as provided above and to be paid in advance on the first day of each calendar month, and, upon failure to do so, Mortgagor may be dispossessed by the usual summary proceedings. If Mortgagor shall so remain in possession of all or of any part of the Property, said monthly rental shall be in amounts established by Mortgagee in its discretion; and if Mortgagee commences judicial proceedings to foreclose this Mortgage, Mortgagor, on behalf of itself, its successors and permitted assigns, and each and every person which Mortgagor may legally bind which acquires any interest in or title to the mortgaged Property subsequent to the date of this Mortgage: (A) does hereby expressly waive any and all rights of appraisal, valuation, stay, extension and, to the extent permitted by law, redemption from sale under any order or decree of foreclosure of this Mortgage; and (B) does hereby agree that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is hereby authorized immediately to execute and deliver to any purchaser at any sale a deed and/or assignment conveying the Property, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

### 35. Environmental Provisions.

(a) Covenants. Mortgagor covenants and agrees that Mortgagor, its employees, agents and representatives: (i) shall keep or cause the Property to be kept free from Hazardous Substances (except those substances used by Mortgagor or tenants under leases at the Property in the ordinary course of their businesses and in compliance with all Environmental Laws); (ii) shall not install or use any underground storage tanks, shall not itself engage in and shall expressly prohibit all tenants of the Property from engaging in the use, generation, handling, storage, production, processing or management of Hazardous Substances, except in the

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ordinary course of their businesses and in compliance with all Environmental Laws; (iii) shall not itself cause or allow and shall expressly prohibit the Release of Hazardous Substances at, on, under, or from the Property; shall itself comply and shall expressly require all tenants and any other persons who may come upon the Property to comply with all Environmental Laws; (iv) shall keep the Property free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of Mortgagor or any other person or entity ("Environmental Liens"); (v) shall comply and cause all occupants of the Property to comply with the recommendations of any qualified environmental engineer or other expert that apply or pertain to the Property; and, (vi) without limiting the generality of the foregoing, during the term of this Mortgage, shall not use any construction materials which contain asbestos nor install at the Property or permit to be installed at the Property, any materials which contain asbestos. Nothing contained in this Agreement shall be construed to imply that the Mortgagor has the right to lease any or all of the Property to a tenant without the prior written consent of the Mortgagee Party.

(b) Notice and Access. Mortgagor shall promptly notify Mortgagee in writing if Mortgagor knows, suspects or believes there is or are (i) any Hazardous Substances, other than those used by Mortgagor or tenants under leases at the Property in the ordinary course of their businesses and in compliance with all Environmental Laws, present on the Property; (ii) any Release of Hazardous Substances in, on, under, from or migrating towards the Property; (iii) any non compliance with Environmental Laws related in any way to the Property; (iv) any actual or potential Environmental Liens; (v) any investigation or action or claim, whether threatened or pending, by any governmental agency or third party pertaining to the Release of Hazardous Substances in, on, under, from, or migrating towards the Property; and (vi) any installation of wells, piping, or other equipment at the Property to investigate, remediate or otherwise address any Release of Hazardous Substances at, on, in or in the vicinity of the Property. Mortgagor shall promptly, at Mortgagor's sole cost and expense, take all reasonable actions with respect to any Hazardous Substances or other environmental condition at, on or under the Property or other affected property, including all investigative, monitoring, removal, containment and remedial actions in accordance with all applicable Environmental Laws, including the payment, at no expense to Indemnified Parties, of all clean up, administrative and enforcement costs of applicable governmental agencies which may be asserted against the Property in all instances as necessary to (A) comply with all applicable Environmental Laws; (B) protect human health or the environment; (C) allow continued use, occupation, or operation of the Property; and (D) maintain fair market value of the Property (collectively, "Completion of the Clean up"). In the event Mortgagor fails to do so, Mortgagee or any Mortgagee Party may, but shall not be obligated or have any duty to, cause the Completion of the Clean up of the Property. Mortgagor hereby grants Mortgagee and the Mortgagee Parties and its agents and employees access to the Property as provided in Section 35(f) below, and a license to remove any items deemed by Mortgagee or any Mortgagee Party to be Hazardous Substances and to do all things Mortgagee or any Mortgagee Party shall deem necessary to cause the Completion of the Clean up of the Property.

(c) Indemnification. Mortgagor covenant and agree, at Mortgagor's sole cost and expense, to indemnify, defend (at trial and appellate levels, and with attorneys, consultants and experts acceptable to Mortgagee), and hold Mortgagee and the Mortgagee Parties harmless from and against any and all liens, damages (including, without limitation, consequential

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damages), losses, liabilities, obligations, settlement payments, penalties, claims, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or asserted against Mortgagee or any Mortgagee Party or the Property, and arising directly or indirectly from or out of:

- (i) the future presence, Release or threat of Release of any Hazardous Substances on, in, under or affecting all or any portion of the Property or any surrounding areas, regardless of whether or not caused by or within the control of any Mortgagor;
- (ii) the future violation of any Environmental Laws, relating to or affecting the Property or Mortgagor's operations, whether or not caused by or within the control of any Mortgagor;
- (iii) the failure by Mortgagor to comply fully with the terms and conditions of this Section 35; or
- (iv) the enforcement of this Section 35, including any liabilities that arise as a result of the actions taken or caused to be taken by Indemnified Parties under this Section 35, the cost of assessment, containment and/or removal of any and all Hazardous Substances from all or any portion of the Property or any surrounding areas, the cost of any actions taken in response to the presence, Release or threat of Release of any Hazardous Substances on, in, under or affecting any portion of the Property or any surrounding areas to prevent or minimize such Release or threat of Release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and costs incurred to comply with the Environmental Laws in connection with all or any portion of the Property or any surrounding areas. Mortgagee and the Mortgagee Parties rights under this Section 35 shall survive payment in full of Mortgagor's obligations under the Loan Documents and shall be in addition to all other rights of Mortgagee under the Mortgage, the Note and the other Loan Documents. The foregoing notwithstanding, Mortgagor's obligations under this Section 35 with regard to any Post Transfer Indemnification Responsibilities (as hereinafter defined) shall be limited to such obligations directly or indirectly arising out of or resulting from any Hazardous Substances that were present or released in, on, or around any part of the Property, or in the soil, groundwater or soil vapor on or under the Property at any time before or while Mortgagor held title to or was in possession or control of the Property ("Mortgagor's Continuing Responsibility"); provided, however, that any Post Transfer Indemnification Responsibilities incurred or suffered by Mortgagee and the Mortgagee Parties shall be presumed, unless shown by a preponderance of the evidence to the contrary, to be Mortgagor's Continuing Responsibility. "Post Transfer Indemnification Responsibilities" shall mean any obligations hereunder to indemnify, defend, and hold Mortgagee and the Mortgagee Parties harmless arising after Mortgagee ceases to hold a security interest in the Property or acquire title to the Property as a result of foreclosure, deed in lieu of foreclosure, or other transfer of the Property.
- (v) Site Visits, Observation and Testing. Mortgagee and the Mortgage Parties (and any of their agents, representatives, consultants or employees) shall have the right at any reasonable time to enter and visit the Property for the purposes of observing the Property,

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taking and removing soil or groundwater samples, and conducting tests on any part of the Property. Neither Mortgagee or any of the Mortgagee Parties shall have any duty, however, to visit or observe the Property or to conduct tests, and no site visit, observation or testing by Mortgagee or any Mortgagee Party shall impose any liability on Mortgagee or the Mortgagee Parties. In no event shall any site visit, observation or testing by Mortgagee or any Mortgagee Party be a representation that Hazardous Substances are or are not present in, on or under the Property, or that there has been or shall be compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither Mortgagor nor any other party is entitled to rely on any site visit, observation or testing by any Mortgagee or the Mortgagee Parties. Neither Mortgagee nor the Mortgagee Parties owes any duty of care to protect Mortgagor or any other party against, or to inform Mortgagor or any other party of, any Hazardous Substances or any other adverse condition affecting the Property. Mortgagee and the Mortgagee Parties may in their discretion disclose to Mortgagor or any other party any report or findings made as a result of, or in connection with, any site visit, observation or testing by Mortgagee or the Mortgagee Parties. Mortgagor understands and agrees that neither Mortgagee nor the Mortgagee Parties make any representation or warranty to Mortgagor or any other party regarding the truth, accuracy or completeness of any such report or findings that may be disclosed. Mortgagor also understands that, depending on the results of any site visit, observation or testing by Mortgagee or the Mortgagee Parties which are disclosed to Mortgagor, Mortgagor may have a legal obligation to notify one or more environmental agencies of the results and that such reporting requirements are site-specific and are to be evaluated by Mortgagor without advice or assistance from Mortgagee or the Mortgagee Parties. Mortgagee or the Mortgagee Parties, as applicable, shall give Mortgagor reasonable notice before entering the Property. Mortgagee and the Mortgagee Parties shall make reasonable efforts to avoid interfering with Mortgagor's use of the Property in exercising any rights provided in this Section 35.

(d) Definitions. For purposes of this Mortgage the following terms have the following meanings:

"Environmental Laws" means all present or future federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative or judicial orders, consent agreements, directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case relating to any matter arising out of or relating to public health and safety, or pollution or protection of the environment or workplace, including any of the foregoing relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, discharge, emission, release, threatened release, control or cleanup of any Hazardous Substance.

"Hazardous Substance" means (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, dielectric fluid containing levels of polychlorinated biphenyls, radon gas and mold; (b) any chemicals, materials, pollutant or substances defined as or included in the definition of "hazardous substances," "hazardous waste," "hazardous materials," "extremely hazardous substances," "restricted hazardous waste," "toxic substances," "toxic pollutants," "contaminants," "pollutants" or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, the exposure to, or release of which is

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prohibited, limited or regulated by any governmental authority or for which any duty or standard of care is imposed pursuant to, any Environmental Law.

“Mortgagee Party” means any of Mortgagee’s parents, subsidiaries and affiliated companies, assignees of any of the foregoing’s interest in the Loan or the Loan Documents, and the officers, directors, employees, agents and contractors of any of the foregoing or Mortgagee.

“Release” means any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances.

*[Signatures On Following Page]*

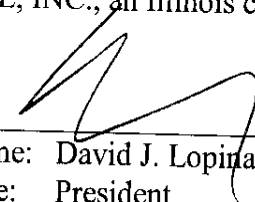
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be duly executed as of the day and year first above written.

MORTGAGOR:

HCE, INC., an Illinois corporation

By:   
Name: David J. Lopina  
Title: President

Property of Cook County Clerk's Office

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State of Illinois )

County of DuPage )

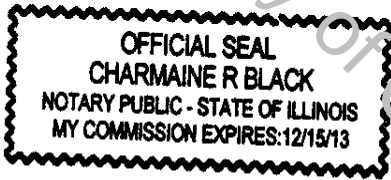
ss:

I, Charmaine R. Black a Notary Public in and for said County and State, do hereby certify that David J. Lopina personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 31 day of January 2012

My commission expires: 12/15/2013

Charmaine R. Black  
Notary Public



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EXHIBIT "A"  
TO  
MORTGAGE

DESCRIPTION OF PREMISES

PARCEL 1:

THE SOUTH 184.17 FEET OF THE NORTH 234.17 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM THE WEST 1080.0 FEET THEREOF AND EXCEPT THE EAST 40.0 FEET THEREOF IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF THE SOUTH 159.0 FEET OF THE NORTH 393.17 FEET (EXCEPT THE NORTH 0.83 FEET OF THE WEST 90 FEET OF SAID SOUTH 159 FEET) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 990.0 FEET THEREOF AND LYING WEST OF THE EAST 40.0 FEET THEREOF IN COOK COUNTY, ILLINOIS.

Property Address: 2375 East Oakton, Arlington Heights, IL

Property Identification Numbers: 08-26-102-019-0000; 08-26-102-032-0000;  
08-26-102-033-0000



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EXHIBIT "B"  
TO  
MORTGAGE

PERMITTED LIENS

- TAXES NOT YET DUE AND PAYABLE;
- EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY AND COMMONWEALTH EDISON COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT RECORDED/FILED AS DOCUMENT NO. 18491825 , AFFECTING THE NORTH 5 FEET OF THE LAND. (AFFECTS PARCEL 2)
- EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 18491826, AFFECTING THE SOUTH 5 FEET OF THE LAND. (AFFECTS PARCEL 1)
- RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
- ENCROACHMENT OF THE FENCE LOCATED MAINLY ON THE LAND ONTO THE PROPERTY WEST AND ADJOINING BY APPROXIMATELY 0.8 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 110406 PREPARED BY VANDERSTAPPEN SURVEYING & ENGINEERING INC. DATED SEPTEMBER 26, 2011.