

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2109518073 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 04/05/2021 07:45 AM Pg: 1 of 32

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 23-12-102-036-0000

Address:

Street: 9620 S 76th Ave

Street line 2:

City: Hickory Hills

State: IL

ZIP Code: 60457

Lender: Citibank, N.A.

Borrower: The Four B's

Loan / Mortgage Amount: \$50,000,000.00

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

Certificate number: 691D8BCD-82AA-4174-9066-39AFF032E0F1

Execution date: 2/22/2021

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PREPARED BY, RECORDING REQUESTED
BY AND WHEN RECORDED MAIL TO:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attention: Jeffrey S. Fried, Esq.

Premises Address:

9620 S 76th Street
Hickory Hills, Illinois

PROPERTY IDENTIFICATION NUMBER(S) -
See Exhibit A

LEGAL DESCRIPTION – See Exhibit A

(Space Above For Recorder's Use)

**CROSS-COLLATERALIZATION MORTGAGE, ASSIGNMENT OF LEASES AND
RENTS, FIXTURE FILING AND SECURITY AGREEMENT**

NOTICE TO BORROWER: THE LOANS SECURED BY THIS MORTGAGE
PROVIDE FOR A VARIABLE INTEREST RATE AND BALLOON PAYMENT AT
MATURITY

**THIS CROSS-COLLATERALIZATION MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT** (as amended,
restated, supplemented or modified from time to time, this "Mortgage"), dated as of February
22, 2021, is given by **THE FOUR B'S**, a New Jersey partnership, having an address at c/o NFI
Industries, Inc., TRIAD1828 Centre, 2 Cooper Street, Camden, New Jersey 08102

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("Borrower"), in favor of CITIBANK, N.A., a national banking association ("Lender"), having an address at 153 East 53rd Street, 21st floor, New York, New York 10022.

A. Borrower is the owner of the fee estate of premises in the City of Hickory Hills, County of Cook and State of Illinois commonly known and more particularly described in Exhibit A attached hereto and made a part hereof.

B. Lender has agreed to make loans to THREE B'S LAS VEGAS, LLC, a Delaware limited liability company, THREE B'S SULLIVAN ROAD, LLC, a Delaware limited liability company, THREE B'S PENDLETON, LLC, a Delaware limited liability company, THREE B'S GREER 2740 LLC, a Delaware limited liability company, THREE B'S CHARLESTON, LLC, a Delaware limited liability company, TURNPIKE CROSSINGS IV, LLC, a New Jersey limited liability company, THREE B'S ELLENWOOD, LLC, a Delaware limited liability company, ALLENTOWN DC 3, LLC, a Delaware limited liability company, THREE B'S GREER 2665, LLC, a Delaware limited liability company, GATEWAY PARK ASSOCIATES II, LLC, a New Jersey limited liability company (individually or collectively, as the context may require, the "New Borrower") up to the aggregate principal amount of \$50,000,000.00 (individually and collectively, the "Loans"), which Loans are evidenced by (i) that certain Term Loan Promissory Note, dated as of the date hereof made by New Borrower, in favor of Lender, in the original principal amount of \$25,000,000.00 (the "Term Loan Note") and (ii) that certain Revolving Credit Loan Promissory Note, dated as of the date hereof, made by New Borrower, in favor of Lender in the original principal amount of \$50,000,000.00 (the "Revolving Credit Loan Note" together with the Term Loan Note, collectively the "Notes").

C. Pursuant to an Agreement of Guaranty dated as of the date hereof (the "Guaranty"), Borrower and other Obligor (as hereinafter defined) have agreed to guarantee certain obligations and liabilities of New Borrower to Lender with respect to and arising out of the Loans. As additional collateral security for the Loans, Borrower has agreed to execute this Mortgage in favor of Lender.

NOW, THEREFORE, in consideration of the property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

To secure the full and timely payment of the Indebtedness in the original principal amount of up to Fifty Million and 00/100 Dollars (\$50,000,000) and the full and timely performance and discharge of all other present and future obligations, of (i) Borrower to Lender arising under or out of the Guaranty and (ii) New Borrower under or in connection with the Agreement (collectively, the "Obligations"), Borrower MORTGAGES, ASSIGNS, GRANTS, BARGAINS, SELLS, CONVEYS AND PLEDGES to Lender and its successors and assigns the Mortgaged Premises, with right of entry and possession, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Premises unto Lender and its successors and assigns forever, and Borrower does hereby bind itself, its successors and its assigns to warrant and forever defend the title to the Mortgaged Premises to Lender against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness is paid in full and the Obligations are fully performed and Lender's obligations to make any future loans under the Agreement have been terminated, then the liens, security interests, estates, and rights granted by

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this Mortgage shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the other Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Article Nine of the Uniform Commercial Code in effect in the State of Illinois.

All right, title and interest of Borrower in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Premises, hereafter acquired by or released to Borrower or constructed, assembled or placed by Borrower on the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Borrower, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Borrower and specifically described in the granting clauses hereof, but at any and all times Borrower will execute and deliver to Lender any and all such further assurances, mortgages, conveyances or assignments thereof as Lender may reasonably require for the purpose of expressing and specifically subjecting the same to the lien of this Mortgage.

All filing, registration and recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and any other agreement executed in connection herewith and any instrument of further assurance, and all federal, state, county and municipal mortgage recording taxes, stamp taxes and other taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, the Notes or any other agreement executed in connection herewith or therewith, any mortgage supplemental hereto or any instrument of further assurance shall be paid in accordance with the terms of the Agreement.

TO MAINTAIN AND PROTECT THE SECURITY OF THIS MORTGAGE, TO SECURE THE FULL AND TIMELY PERFORMANCE BY BORROWER AND NEW BORROWER OF EACH AND EVERY OBLIGATION, COVENANT, AND AGREEMENT OF BORROWER AND NEW BORROWER UNDER THE LOAN DOCUMENTS, AND AS ADDITIONAL CONSIDERATION FOR THE INDEBTEDNESS AND OBLIGATIONS EVIDENCED BY THE LOAN DOCUMENTS, BORROWER HEREBY COVENANTS, REPRESENTS, AND AGREES AS FOLLOWS:

SECTION 1

DEFINITIONS

For purposes of this Mortgage, each of the following terms shall have the following respective meanings:

1.1 "Agreement." That certain Loan Agreement dated as of the date hereof between New Borrower and Lender, as the same may be amended, restated, supplemented or modified from time to time.

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1.2 “Attorney Fees.” All reasonable attorney fees, paralegal, and law clerk fees, including, without limitation, fees for advice, negotiation, consultation, arbitration, and litigation at the pretrial, trial, and appellate levels, and in any bankruptcy proceedings, and attorney costs and expenses incurred or paid by Lender in protecting its interests in the Mortgaged Premises, including, but not limited to, any action for waste, and enforcing its rights under this Mortgage.

1.3 “Borrower Agreement.” That certain Loan Agreement dated as of February 6, 2015 among Borrower, the other Obligor and Lender, as previously amended and may be further amended, restated, supplemented or modified from time to time.

1.4 “Fixtures.” All right, title, and interest of Borrower in and to all materials, supplies, equipment, apparatus, and other items now or later attached to, installed on or in the Land or the Improvements, or that in some fashion are deemed to be fixtures to the Land or the Improvements under the laws of the State of Illinois, including the Illinois Uniform Commercial Code. “Fixtures” includes, without limitation, all items of Personalty to the extent that they may be deemed Fixtures under any Legal Requirement.

1.5 “Governmental Authority.” Any foreign governmental authority, the United States of America, any State of the United States of America, any municipal or village governmental authority and any subdivision of any of the foregoing, and any agency, department, commission, board, authority or instrumentality, bureau or court having jurisdiction over Borrower or Lender, or any of their respective businesses, operations, assets, or properties.

1.6 “Improvements.” All right, title and interest of Borrower in and to all buildings, structures, improvements, equipment, fixtures, and appurtenances now and later placed on the Mortgaged Premises, including, without limitation, all apparatus and equipment, whether or not physically affixed to the land or any building, which is used to provide or supply air cooling, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dish washing, garbage disposal, or other services; and all elevators, escalators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, partitions, ducts, compressors, plumbing, ovens, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, pools, spas, pool and spa operation and maintenance equipment and apparatus, and trees and plants located on the Mortgaged Premises, all of which, including replacements and additions, shall conclusively be deemed to be affixed to and be part of the Mortgaged Premises mortgaged to Lender under this Mortgage.

1.7 “Indebtedness.” The principal of, interest on, and all fees, charges, expenses and other amounts and payments due under or evidenced by the following:

- (a) The Notes (including, without limitation, late payment and other charges payable under the Notes);
- (b) The Guaranty, this Mortgage and all other Loan Documents;
- (c) All funds, if any, later advanced by Lender to or for the benefit of New Borrower under any provision of any of the Loan Documents;

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(d) Any future loans or amounts advanced by Lender to New Borrower that are guaranteed by Borrower pursuant to the Guaranty; and

(e) Any amendment, modification, extension, rearrangement, restatement, renewal, substitution, or replacement of any of the foregoing.

1.8 "Land." The real estate or any interest in it described in Exhibit A attached to this Mortgage and made a part of it, together with all Improvements and Fixtures and all rights, titles, and interests appurtenant to it.

1.9 "Legal Requirement." Collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, court orders, decrees, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

1.10 "Loan Documents." Collectively, this Mortgage, the Agreement, the Notes, the other "Loan Documents" as defined in the Agreement, and all other instruments and agreements required to be executed by Borrower, New Borrower or any guarantor in connection with the Loans.

1.11 "Mortgaged Premises." All rights, title, interest and estate of Borrower now owned or hereafter acquired by Borrower in the Land, Improvements, Fixtures, Personalty, Leases, and Rents, together with each of the following:

(a) All right, title and interest (including any claim or demand or demand in law or equity) that Borrower now has or may later acquire in or to the following: all easements, rights, privileges, tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Mortgaged Premises; all of the estate, right, title, interest, claim, demand, reversion, or remainder of Borrower in or to the Mortgaged Premises, either at law or in equity, in possession or expectancy, now or later acquired; all crops growing or to be grown on the Mortgaged Premises; all development rights or credits and air rights; all water and water rights (whether or not appurtenant to the Mortgaged Premises) and shares of stock pertaining to such water or water rights, ownership of which affects the Mortgaged Premises; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Mortgaged Premises and all royalties and profits from any such rights or shares of stock; all right, title, and interest of Borrower in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part of it that Borrower now owns or at any time later acquires and all adjacent lands within enclosures or occupied by buildings partly situated on the Mortgaged Premises;

(b) All right, title and interest of Borrower in and to any intangible property rights relating to the Mortgaged Premises or its operation or used in connection with it, including, without limitation, all agreements, contracts, certificates, instruments and other documents, now or hereafter entered into, pertaining to the construction, operation or management of the Mortgaged Premises including all permits, licenses, plans, specifications, construction contracts, subcontracts, bids, deposits for utility services, installations, refunds due

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Borrower, environmental indemnity rights and all collateral related thereto, trade names, trademarks and service marks;

(c) All right, title and interest of in and to the land lying in the bed of any street, road, highway, or avenue in front of or adjoining the Mortgaged Premises;

(d) Any and all awards previously made or later to be made by any Governmental Authority to the present and all subsequent owners of the Mortgaged Premises that may be made with respect to the Mortgaged Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease of value of the Mortgaged Premises, which award or awards are assigned to Lender and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of any such award or awards from the authorities making them and to give proper receipts and acquittances for them, and to apply them as provided in the Borrower Agreement;

(e) All certificates of deposit of Borrower in Lender's possession and all bank accounts of Borrower with Lender and their proceeds, and all deposits of Borrower with any Governmental Authority and/or public utility company that relate, in each case, to the ownership of the Mortgaged Premises;

(f) All Leases of the Mortgaged Premises or any part of it now or later entered into and all right, title, and interest of Borrower under such Leases, including cash or securities deposited by the tenants to secure performance of their obligations under such Leases (whether such cash or securities are to be held until the expiration of the terms of such Leases or applied to one or more of the installments of rent coming due immediately before the expiration of such terms (provided, however, that if Lender acquires possession or control of tenants' security deposits, Lender shall use the tenants' security deposits only for such purposes as the applicable Leases and Legal Requirements permit);

(g) All right, title and interest of Borrower in and to any and all unearned insurance premiums (except insurance premiums for blanket policies of insurance) and all proceeds of any insurance policies covering the Mortgaged Premises, whether or not such insurance policies were required by Lender as a condition of making the loans secured by this Mortgage or are required to be maintained by Borrower as provided below in this Mortgage; which proceeds are assigned to Lender, and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of such insurance policies from the insurers issuing the same and to give proper receipts and acquittances for such policies, and to apply the same all in accordance with the terms of the Borrower Agreement;

(h) All plans and specifications for Improvements; all contracts and subcontracts relating to the Improvements; all deposits (other than tenants' security deposits described and accounted for in Section 1.11(f) above); funds, accounts, contract rights (including under any sale agreement), instruments, documents, general intangibles, claims against third parties and notes or chattel paper arising from or in connection with the Land or other Mortgaged Premises; all permits, licenses, certificates, and other rights and privileges obtained in connection with the Land or other Mortgaged Premises; all soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural

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drawings, letters of credit, bonds, surety bonds, any other intangible rights relating to the Land or other Mortgaged Premises, surveys, and other reports, exhibits, or plans used or to be used in connection with the construction, planning, operation, or maintenance of the Land or other Mortgaged Premises and all amendments and modifications thereof; all proceeds arising from or by virtue of the sale, lease, grant of option, or other disposition of all or any part of the Land, Fixtures, Personalty or other Mortgaged Premises (consent to same is not granted or implied);

(i) All right, title and interest of Borrower in and to all tax refunds, bills, notes, inventories, accounts and charges receivable, credits, claims, securities, and documents of all kinds, and all instruments, contract rights, general intangibles, bonds and deposits, in each case, solely in connection with or related to the Mortgaged Premises, and all proceeds and products of the Mortgaged Premises;

(j) Any refunds and credits in connection with reduction in real estate taxes and assessments charged against the Mortgaged Premises, in each case paid or payable to Borrower (except to the extent any refunds, rebates or credits relate to taxes or assignments paid directly by any tenant under a Lease);

(k) All money or other personal property of Borrower including, without limitation, any instrument, deposit account, accounts receivable, general intangible, or chattel paper, as defined in Article 9 of Illinois Uniform Commercial Code, previously or later delivered to, deposited with, or that otherwise comes into Lender's possession, in each case solely in connection with the Mortgaged Premises, including, the operating of any business thereon by Borrower; and

(l) All proceeds of any of the foregoing.

As used in this Mortgage, "Mortgaged Premises" is expressly defined as meaning all or, when the context permits or requires, any portion of it and all or, when the context permits or requires, any interest in it.

1.12 "Obligor." Borrower and other Person that is a borrower under the Borrower Agreement or that may become a borrower under the Borrower Agreement.

1.13 "Personalty." All of the right, title, and interest of Borrower in and to all tangible and intangible personal property, whether now owned or later acquired by Borrower, in each case, solely in connection with or related to the Mortgaged Premises, including, but not limited to water rights (to the extent they may constitute personal property), all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, letter-of-credit rights, deposit accounts, investment property, documents and minerals, that are now or at any later time located on, attached to, installed, placed, used on, in connection with, or are required for such attachment, installation, placement, or use on the Land, Improvements or Fixtures, or on other goods located on the Land or the Improvements, together with all additions, accessions, accessories, amendments or modifications to the Land or the Improvements, extensions, renewals, and enlargements and proceeds of the Land or the Improvements, substitutions for, and income and profits from, the Land or the Improvements. The Personalty includes, but is not limited to, in each case, solely in connection with or related to the Mortgaged

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Premises, all of Borrower's right, title and interest in and to all goods, machinery, tools, equipment (including fire sprinklers and alarm systems and all equipment utilized in the operation of its business; building materials, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, maintenance, extermination of vermin or insects, dust removal, refuse and garbage equipment; vehicle maintenance and repair equipment; office furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets); safes, furnishings, appliances (including ice-making machines, refrigerators, fans, water heaters, and incinerators); rugs, carpets, other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, other window coverings; lamps, chandeliers, other lighting fixtures; office maintenance and other supplies; loan commitments, financing arrangements, bonds, construction contracts, leases, tenants' security deposits, (subject to Section 1.11(f)), licenses, permits, sales contracts, option contracts, lease contracts, insurance policies, proceeds from policies, plans, specifications, surveys, books, records, funds, bank deposits; and all other intangible personal property. Personalty also includes any other portion or items of the Mortgaged Premises that constitute personal property under the New Jersey Uniform Commercial Code.

1.14 "Rents." All rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a bankruptcy proceeding) or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or any of its agents or employees from any and all sources arising from or attributable to the Mortgaged Premises, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Mortgaged Premises or rendering of services by Borrower or any of its agents or employees and proceeds, if any, from business interruption or other loss of income insurance, in each case, solely in connection with or related to the Mortgaged Premises.

Any terms not otherwise defined in this Mortgage shall have the meaning given them in the Borrower Agreement.

SECTION 2

USE OF MORTGAGED PREMISES

2.1 Incorporation by Reference. All of the representations, warranties and covenants contained in the Borrower Agreement are hereby incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of the Borrower Agreement and the provisions of this Mortgage, the provisions of the Borrower Agreement shall govern.

2.2 Use of Mortgaged Premises. Without limiting Section 2.1 hereof, unless otherwise required by Legal Requirement, otherwise permitted by the Borrower Agreement, or Lender otherwise consents in writing, Borrower shall not allow changes in the use of the

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Mortgaged Premises from that which is contemplated by Borrower and Lender at the time of execution of this Mortgage, as specified in the loan application and the Loan Documents.

SECTION 3

3.1 Leases of Mortgaged Premises. Borrower shall only enter into, modify, terminate, amend or renew any Lease in accordance with the Borrower Agreement.

SECTION 4

ASSIGNMENT OF CAUSES OF ACTION, AWARDS AND DAMAGES

4.1 Assignment of Causes of Action, Awards, and Damages. All causes of action, and all sums due or payable to Borrower for injury or damage to the Mortgaged Premises, or as damages incurred in connection with the transactions in which the Loans secured by this Mortgage were made, including, without limitation, causes of action and damages for breach of contract, fraud, concealment, construction defects, or other torts, or compensation for any conveyance in lieu of condemnation, are assigned to Lender. During the continuance of an Event of Default, all proceeds from such causes of action and all such sums shall be paid to Lender for credit against the Indebtedness secured by this Mortgage. If an Event of Default is not continuing, Borrower may utilize all such sums in the ordinary course of business; provided, however, the foregoing shall not apply to Insurance Proceeds and Condemnation Awards which amounts shall be applied in accordance with Article VIII of the Borrower Agreement. Borrower shall notify Lender immediately on receipt by Borrower of notice that any such sums have become due or payable and immediately on receipt of any such sums, shall promptly remit such sums to Lender which Borrower is obligated to pay to Lender.

After deducting all expenses, including Attorney Fees, incurred by Lender in recovering or collecting any sums required to be paid to Lender under this Section 4, Lender may apply or release the balance of any funds received by it under this paragraph or any part of such balance, as it elects. Lender, at its option, may appear in and prosecute in its own name any action or proceeding to enforce any cause of action assigned to it under this paragraph and may make any compromise or settlement in such action whatsoever. Borrower covenants that it shall execute and deliver to Lender such further assignments of any such compensation awards, damages, or causes of action as Lender may request from time to time. If Lender fails or does not elect to prosecute any such action or proceeding and Borrower elects to do so, Borrower may conduct the action or proceeding at its own expense and risk.

Notwithstanding anything to the contrary contained in this Section 4.1, any rights of Lender to participate in any casualty claim or condemnation proceeding and the rights to apply any proceeds of the foregoing shall all be governed by the terms of the Borrower Agreement.

SECTION 5

SUMS ADVANCED

5.1 Sums Advanced to Bear Interest and to Be Secured by Mortgage. At Lender's request, Borrower shall promptly pay any sums advanced or paid by Lender under any provision

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of this Mortgage or the other Loan Documents, other than advances of the Loans under the Agreement the payment of which shall be governed by the terms of Sections 2.4, 2.7 and 2.12 of the Agreement. Until so repaid, all such sums and all other sums payable to Lender shall be added to, and become a part of, the Indebtedness secured by this Mortgage and bear interest from the date of advancement or payment by Lender at the same rate as provided in the Notes, unless payment of interest at such rate would be contrary to Legal Requirement. All sums advanced by Lender under this Mortgage or the other Loan Documents, whether or not required to be advanced by Lender under the terms of this Mortgage or the other Loan Documents, including all amounts advanced by Lender in order to preserve the priority of the lien of this Mortgage or to maintain the Mortgaged Premises, both before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings (collectively "Protective Advances"), shall conclusively be deemed to be mandatory advances required to preserve and protect this Mortgage and Lender's security for the performance of the Obligations and payment of the Indebtedness, and shall be secured by this Mortgage to the same extent and with the same priority as the principal and interest payable under the Notes.

5.2 Protective Advances All Protective Advances shall have the benefit of all applicable provisions of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq., as in effect from time to time (the "Act"), including those provisions of the Act herein below referred to:

(a) all advances by Lender in accordance with the terms of this Mortgage to: (i) preserve or maintain, repair, restore or rebuild the Mortgaged Premises; (ii) preserve the lien of this Mortgage or the priority thereof; and/or (iii) enforce this Mortgage, as referred to in Subsection (b) (5) of Section 5/15 1302 of the Act;

(b) payments by Lender of: (i) installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Premises or any part thereof; (iii) other obligation authorized by this Mortgage; and/or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15 1505 of the Act;

(c) advances by Lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(d) reasonable attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Subsection (d)(2) of Section 5/15 1504 and 5/15 -1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Lender for the enforcement of this Mortgage or arising from the interest of Lender hereunder; and/or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

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(e) Lender's reasonable fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15 1508 of the Act;

(f) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Mortgage;

(g) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15- 1512 of the Act;

(h) expenses incurred and expenditures made by Lender for any one or more of the following: (i) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Premises imposed by Subsection (c)(1) of Section 5/15 - 1704 of the Act; (ii) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (iii) payments required or deemed by Lender to be for the benefit of the Mortgaged Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Premises; and/or (v) pursuant to any lease or other agreement for occupancy of the Mortgaged Premises.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable with interest thereon from the date of the advance until paid at the Default Rate.

Until terminated in accordance with its terms, this Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(10) of Section 5/15 - 1332 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(i) determination of the amount of indebtedness secured by this Mortgage at any time;

(ii) the indebtedness found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) determination of amounts deductible from sale proceeds pursuant to Section 5/15 - 1512 of the Act;

(iv) application of income in the hands of any receiver or Lender in possession; and

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(v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15 - 1508 and Section 5/15 - 1511 of the Act.

5.3 Statutory Notice – Insurance. The following notice is given pursuant to 815 ILCS 180/10:

UNLESS YOU (BORROWER) PROVIDE US (LENDER) WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING US WITH EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.

SECTION 6

SECURITY AGREEMENT; FIXTURE FILING

6.1 Uniform Commercial Code Security Agreement. THIS MORTGAGE IS INTENDED TO BE AND SHALL CONSTITUTE A SECURITY AGREEMENT UNDER THE ILLINOIS UNIFORM COMMERCIAL CODE FOR ANY OF THE PERSONALTY SPECIFIED AS PART OF THE MORTGAGED PREMISES THAT, UNDER LEGAL REQUIREMENT, MAY BE SUBJECT TO A SECURITY INTEREST UNDER THE ILLINOIS UNIFORM COMMERCIAL CODE, AND BORROWER GRANTS TO LENDER A SECURITY INTEREST IN THOSE ITEMS. BORROWER AUTHORIZES LENDER TO FILE FINANCING STATEMENTS IN ALL STATES, COUNTIES, AND OTHER JURISDICTIONS AS LENDER MAY ELECT, WITHOUT BORROWER'S SIGNATURE IF PERMITTED BY LAW. BORROWER AGREES THAT LENDER MAY FILE THIS MORTGAGE, OR A COPY OF IT, IN THE REAL ESTATE RECORDS OR OTHER APPROPRIATE INDEX OR IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF ILLINOIS AND SUCH OTHER STATES AS THE LENDER MAY ELECT, AS A FINANCING STATEMENT FOR ANY OF THE ITEMS SPECIFIED ABOVE AS PART OF THE MORTGAGED PREMISES. ANY REPRODUCTION OF THIS MORTGAGE OR EXECUTED DUPLICATE ORIGINAL OF THIS MORTGAGE, OR A COPY CERTIFIED BY A COUNTY RECORDER

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IN THE STATE OF ILLINOIS, OR OF ANY OTHER SECURITY AGREEMENT OR FINANCING STATEMENT, SHALL BE SUFFICIENT AS A FINANCING STATEMENT. IN ADDITION, BORROWER AGREES TO EXECUTE AND DELIVER TO LENDER, AT LENDER'S REQUEST, ANY UCC FINANCING STATEMENTS, AS WELL AS ANY EXTENSIONS, RENEWALS, AND AMENDMENTS, AND COPIES OF THIS MORTGAGE IN SUCH FORM AS LENDER MAY REQUIRE TO PERFECT A SECURITY INTEREST WITH RESPECT TO THE PERSONALTY. BORROWER SHALL PAY ALL COSTS OF FILING SUCH FINANCING STATEMENTS AND ANY EXTENSIONS, RENEWALS, AMENDMENTS, AND RELEASES OF SUCH STATEMENTS, AND SHALL PAY ALL REASONABLE COSTS AND EXPENSES OF ANY RECORD SEARCHES FOR FINANCING STATEMENTS THAT LENDER MAY REASONABLY REQUIRE. WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER, BORROWER SHALL NOT CREATE OR SUFFER TO BE CREATED ANY OTHER SECURITY INTEREST IN THE ITEMS, INCLUDING ANY REPLACEMENTS AND ADDITIONS.

After the occurrence and during the continuance of an Event of Default, Lender shall have the remedies of a secured party under the Illinois Uniform Commercial Code including, without limitation, the right and power to sell, at one or more public or private sales, or otherwise dispose of, lease, or utilize any part of the personal property (tangible or intangible) and fixtures included in the Mortgaged Premises and any part or parts thereof in any manner authorized or permitted under the Illinois Uniform Commercial Code after default by a debtor and, at Lender's option, may also invoke the remedies in Section 8 of this Mortgage as to such items. In exercising any of these remedies, Lender may proceed against the items of Mortgaged Premises and any items of Personalty separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Illinois Uniform Commercial Code or of the remedies in Section 8 of this Mortgage.

6.2 Fixture Filing. Borrower expressly agrees, intending that Lender rely thereon, that this Mortgage shall also constitute a financing statement filed as a fixture filing under the Illinois Uniform Commercial Code, covering any portion of the Mortgaged Premises that now is or later may become a fixture attached to the Land or to any Improvement. The filing is to be recorded with the Recorder of Deeds of Cook County, Illinois. In that regard, the following information is provided:

Name of Debtor:	THE FOUR B'S
Type of Organizations:	Partnership
Address of Debtor:	c/o NFI Industries, Inc. TRIAD1828 Centre 2 Cooper Street Camden, New Jersey 08102
Address of the Property:	9620 South 76 th Street Hickory Hills, Illinois
Name of Secured Party:	CITIBANK, N.A.
Address of Secured Party:	153 East 53rd Street, 21st floor New York, New York 10022

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SECTION 7

ACCELERATION ON TRANSFER OR ENCUMBRANCE

7.1 Acceleration on Transfer or Encumbrance of Mortgaged Premises. Except with respect to Permitted Encumbrances, or with Lender's prior written consent, upon the occurrence of a Prohibited Transfer, then Lender, at Lender's option, may, without prior notice, declare all sums secured by this Mortgage, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in this Mortgage, including those in Section 8 below.

SECTION 8

REMEDIES ON DEFAULT; NOTIFICATION OBLIGATION

8.1 Remedies. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may, without notice or demand, declare the entire unpaid Indebtedness to be immediately due and payable without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever. If Lender has declared the entire unpaid indebtedness to be immediately due and payable and has made a demand for payment under the Guaranty, Lender may take such action, without notice or demand as it deems advisable to protect and enforce its rights against Borrower and in and to the Mortgaged Premises, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender: (a) intentionally omitted; (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law including, without limitation, the right to exercise any one or more of the remedies provided in the Act, in which case the Mortgaged Premises or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner and during the pendency of legal proceedings to foreclose the lien hereof to exercise the powers specified in §15-1703 of the Act with Borrower hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower; (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Indebtedness not then due, unimpaired and without loss of priority, it being agreed that several sales may be made hereunder without exhausting the rights of sale for any other breach by the Borrower of any of the Obligations secured hereby, it being the purpose to provide for foreclosure and sale of the Mortgaged Premises, or any portion thereof, for any matured portion of any of the Obligations secured hereby or otherwise provided for herein without exhausting the power to foreclose and sell the Mortgaged Premises, or any portion thereof, for any other part of the Obligations secured hereby, whether matured at the time or subsequently maturing and during the pendency of legal proceedings to foreclose the lien hereof, to exercise the powers specified in §15-1703 of the Act, with Borrower hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower;

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(d) intentionally omitted; (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Agreement or in the other Loan Documents; (f) recover judgment on the Notes either before, during or after any proceedings for the enforcement of this Mortgage or the other Loan Documents; (g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Mortgaged Premises, without notice and without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of Borrower and/or New Borrower or of any person, firm or other entity liable for the payment of the Indebtedness and any of the foregoing appointed parties may take any action permitted by law including, without limitation, the actions specified in §15-1704 of the Act; (h) subject to any applicable law, the license granted to Borrower under Section 19.1(d) shall automatically be revoked and Lender may enter into or upon the Mortgaged Premises, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Mortgaged Premises and of such books, records and accounts to Lender upon demand, and thereupon Lender may (1) (x) maintain, repair, and restore the Mortgaged Premises and (y) use, operate, manage, control, insure and otherwise deal with all and every part of the balance of the Mortgaged Premises and conduct the business thereat; (2) complete any construction on the Land or in the Improvements in such manner and form as Lender deems advisable; (3) make alterations, additions, renewals, replacements and improvements to or on the Land or Improvements; (4) exercise all rights and powers of Borrower with respect to the Mortgaged Premises, whether in the name of Borrower or otherwise, including, without limitation, to the extent of Borrower's rights to the following: the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Mortgaged Premises and every part thereof; (5) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Premises as may be occupied by Borrower; (6) require Borrower to vacate and surrender possession of the Land or Improvements to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (7) apply the receipts from the Mortgaged Premises to the payment of the Indebtedness, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, insurance and other expenses in connection with the Mortgaged Premises, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees; (i) exercise any and all rights and remedies granted to a secured party upon default under the Illinois Uniform Commercial Code, including, without limiting the generality of the foregoing: (1) the right to take possession of the Personalty or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Personalty; (2) request Borrower at its expense to assemble the Personalty and make it available to Lender at a convenient place acceptable to Lender; and (3) sell the Personalty at public or private sale, and in connection with the foregoing, Borrower agrees that any notice of sale, disposition or other intended action by Lender with respect to the Personalty sent to Borrower in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Borrower; (j) apply any sums then held in escrow or otherwise by Lender in

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accordance with the terms of this Mortgage or any other Loan Document to the payment of the following items in any order in its discretion: (1) Taxes and other charges relating to the Mortgaged Premises; (2) insurance premiums; (3) interest on the unpaid principal balance of the Notes; (4) amortization of the unpaid principal balance of the Notes; and (5) all other sums payable pursuant to the Notes, this Mortgage and the other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Mortgage; (k) surrender the insurance policies maintained pursuant to the Agreement, collect the unearned insurance premiums thereon and apply such sums as a credit on the Indebtedness in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Lender as agent and attorney in fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such insurance premiums; (l) pursue such other remedies as Lender may have under applicable law or under the Loan Documents; or (m) apply the undisbursed balance of any deposit made by Borrower to finance a Restoration Work, together with interest thereon, to the payment of the Indebtedness in such order, priority and proportions as Lender shall deem to be appropriate in its discretion. In the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Premises, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Premises unimpaired and without loss of priority. In the event of a sale, by foreclosure, power of sale, or otherwise, Lender may bid for and acquire the Mortgaged Premises and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Indebtedness the amount of the bid made therefor, after deducting therefrom the expenses of the sale, the cost of any enforcement proceeding hereunder and any other sums which Lender is authorized to deduct under the terms hereof, to the extent necessary to satisfy such bid.

Notwithstanding any provisions of this Section 8.1 to the contrary, during the pendency of legal proceedings to foreclose the lien hereof, Lender's right to possession shall be subject to the provisions of §15-1701 of the Act.

8.2 Effect of Sale Upon Borrower. Any sale or sales made under or by virtue of this Section 8, whether made under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Borrower in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Borrower and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Borrower. Upon the completion of any sale or sales made under or by virtue of this Section 8, whether made under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Lender or an officer of the court empowered so to do, shall execute and deliver to the purchaser or purchasers a good and sufficient instrument or instruments, conveying, assigning and transferring all estate, right, title and interest of Borrower in and to the Mortgaged Premises and rights sold, including the estate of Borrower as lessor under any Leases, but without any covenant or warranty, express or implied. The recitals in such instrument(s) of any matters of fact shall be conclusive proof of the truthfulness thereof. Lender is hereby appointed, which appointment is coupled with an interest and is irrevocable, and which appointment shall become effective upon the occurrence and during the continuance of an Event of Default, the true and lawful attorney of Borrower, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Premises and rights so sold and for that purpose Lender may execute all necessary instruments of conveyance, assignment

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and transfer, and may substitute one or more Persons with like power, Borrower hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Borrower, if so requested by Lender, shall ratify and confirm any such sale or sales by executing and delivering to Lender or to such purchaser or purchasers, all such instruments as may be advisable, in the judgment of Lender, for that purpose, and as may be designated in any such request.

8.3 Purchase of Mortgaged Premises. Lender shall have the right to be a purchaser at any sale made under or by virtue of this Mortgage, whether made under the power of sale (if permitted by applicable law) herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, and on so purchasing shall have the right to be credited upon the amount of the bid made therefor with the amount payable to Lender out of the net proceeds of such sale. In the event of any such sale, the Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind.

8.4 Waiver of Right of Redemption - Exemptions Waived. Borrower will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of a stay or extension or moratorium law, any exemption from attachment, execution or sale of the Mortgaged Premises, or any part thereof, whether enacted now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the Mortgaged Premises so sold, or any part thereof, and Borrower hereby expressly waives all benefit and advantage of any such law or laws, and covenants to suffer and permit the execution of every right, power or remedy as though no such law or laws had been made or enacted. Borrower, for itself and all who claim under it, waives, to the extent that it lawfully may, the benefit of any homestead exemption and any and all right to have the Mortgaged Premises marshaled upon any sale or foreclosure hereunder. Borrower waives any right of claim or right to cause a marshaling of Borrower's assets or to cause Lender to proceed against any of the other security for the Loans before proceeding under this Mortgage or against Borrower, or to proceed against Borrower in any particular order. 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 §15-1201 of the Act) or residential real estate (as defined in §15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under §15-1601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

8.5 No Merger. It is the intention of the parties hereto that if Lender shall at any time hereafter acquire title to all or any portion of the Mortgaged Premises, then, and until the Indebtedness have been satisfied in full, the interest of Lender hereunder and the lien of this Mortgage shall not merge or become merged in or with the estate and interest of Lender as the holder and owner of title to all or any portion of the Mortgaged Premises and that, until such payment, the estate of Lender in the Mortgaged Premises and the lien of this Mortgage and the

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interest of Lender hereunder shall continue in full force and effect to the same extent as if Lender had not acquired title to all or any portion of the Mortgaged Premises.

8.6 Application of Proceeds. The proceeds of any sale made under or by virtue of this Section 8, whether made under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, together with any other sums which may then be held by Lender pursuant to this Mortgage shall be applied in accordance with §15-1512 of the Act as follows:

First, to the payment of the actual costs and expenses of such sale or sales, including reimbursement of Attorney Fees, and of any judicial or other proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Lender under this Mortgage, together with interest at the Default Rate on all advances made by Lender, and of taxes, assessments or other charges, except any taxes, assessments or other charges subject to which the Mortgaged Premises shall have been sold.

Second, to the payment of any actual expenses, charges, losses, indemnities, penalties, premiums and late payment premiums and all other amounts due under the Agreement, the Notes, this Mortgage or any other Loan Document, excluding interest and principal.

Third, to the payment of interest on the unpaid principal due under the Notes.

Fourth, to the payment of principal due under the Notes.

Fifth, to the payment of all other Indebtedness in such order or priority as may be provided under the Agreement, the Notes, this Mortgage or any agreement executed in connection herewith or therewith.

Sixth, to the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

8.7 Remedies Cumulative. All rights and remedies of Lender under this Mortgage are cumulative and in addition to such other rights as Lender may have at law or in equity or pursuant to the Loan Documents. Lender may enforce any one or more remedies or rights hereunder successively or concurrently.

8.8 Compliance With Illinois Mortgage Foreclosure Law.

(a) In the event that any provisions 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 Act.

(b) 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.

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(c) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under §15-1510 and §15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Section 8.1 hereof, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

(d) In addition to any provision of this Mortgage authorizing the Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Property or, at its request, to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities and duties, as provided for in Sections 5/15-1701, 5/15-1702, 5/15-1703 and 5/15-1704 of the Act.

8.9 In Rem Proceedings. Supplementing Section 8.1 hereof, mortgage foreclosure proceedings and other in rem proceedings against Borrower or the Mortgaged Premises may be brought in Cook County, Illinois or any federal court of competent jurisdiction in Illinois.

SECTION 9

WAIVER OF MARSHALING

9.1 Waiver of Marshaling. Despite the existence of interests in the Mortgaged Premises other than that created by this Mortgage, and despite any other provision of this Mortgage, if Borrower or New Borrower defaults in paying the Indebtedness or in performing any Obligations, Lender shall have the right, in Lender's sole and absolute discretion, to establish the order in which the Mortgaged Premises will be subjected to the remedies provided in this Mortgage and to establish the order in which all or any part of the Indebtedness secured by this Mortgage is satisfied from the proceeds realized on the exercise of the remedies provided in this Mortgage. Borrower and any Person who now has or later acquires any interest in the Mortgaged Premises with actual or constructive notice of this Mortgage waives any and all rights to require a marshaling of assets in connection with the exercise of any of the remedies provided in this Mortgage or otherwise provided by Legal Requirement.

SECTION 10

LENDER'S RIGHTS TO MODIFY LOANS

10.1 Consents and Modifications; Borrower and Lien Not Released. Whether or not an Event of Default has occurred and is continuing, at Lender's option, without notice to or consent from Borrower (except as provided in clauses (b), (c), (g) and (h) below) or any holder or claimant of a lien or interest in the Mortgaged Premises that is junior to the lien of this Mortgage, and without incurring liability to Borrower or any other person by so doing, Lender may, from time to time, (a) extend the time for payment of all or any portion of New Borrower's Indebtedness under the Loan Documents; (b) accept from New Borrower a renewal note or notes, or release any person from liability, for all or any portion of such Indebtedness; (c) agree with New Borrower to modify the terms and conditions of payment under the Loan Documents;

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(d) reduce the amount of the monthly installments due under the Agreement; (e) reconvey or release other or additional security for the repayment of New Borrower's Indebtedness under the Loan Documents; (f) intentionally omitted; (g) enter into any extension agreement with Borrower or subordination agreement with Borrower affecting the Mortgaged Premises or the lien of this Mortgage; and (h) agree with New Borrower to modify the term, the rate of interest, or the period of amortization of the Notes or alter the amount of the monthly installments payable under the Notes. No action taken by Lender under this paragraph shall be effective unless it is in writing, subscribed by Lender, and, except as expressly stated in such writing, no such action will impair or affect (i) Borrower's or New Borrower's obligation to pay the Indebtedness secured by this Mortgage and to observe all Obligations of Borrower and New Borrower contained in the Loan Documents; (ii) the guaranty of any Person of the payment of the Indebtedness secured by this Mortgage; or (iii) the lien or priority of the lien of this Mortgage. At Lender's request but subject to the terms of the Agreement, Borrower shall promptly pay Lender a reasonable service charge, together with all insurance premiums and Attorney Fees as Lender may have advanced, for any action taken by Lender under this paragraph. Whenever Lender's consent or approval is specified as a condition of any provision of this Mortgage, such consent or approval shall not be effective unless such consent or approval is in writing.

SECTION 11

BORROWER'S WAIVER OF RIGHT OF OFFSET

11.1 Waiver of Right of Offset. No portion of the Indebtedness secured by this Mortgage shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, that Borrower or New Borrower may have or claim to have against Lender.

SECTION 12

INTENTIONALLY OMITTED

SECTION 13

REQUEST FOR NOTICE OF DEFAULT

13.1 Request for Notice of Default. Any notice of default and any notice of sale under this Mortgage shall be given to Borrower in the manner and at the address specified in the Borrower Agreement.

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SECTION 14

INTENTIONALLY OMITTED

SECTION 15

LIABILITY FOR ACTS OR OMISSIONS

15.1 Liability for Acts or Omissions. Lender shall not be liable or responsible for its acts or omissions under this Mortgage, except for Lender's own gross negligence or willful misconduct, or be liable or responsible for any acts or omissions of any agent, attorney, or employee of Lender, if selected with reasonable care.

SECTION 16

INTENTIONALLY OMITTED

SECTION 17

GENERAL PROVISIONS

17.1 Governing Law. IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION, VALIDITY, ENFORCEABILITY AND PERFORMANCE, THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS MORTGAGE AND THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

17.2 No Release. Borrower agrees that no other security, now existing or hereafter taken, for all Indebtedness shall be impaired or affected in any manner by the execution hereof; no security subsequently taken by any holder of all Indebtedness shall impair or affect in any manner the security given by this Mortgage; all security for the payment of all Indebtedness shall be taken, considered, and held as cumulative; and the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given. Borrower further agrees that any part of the security herein described may be released without in any way altering, varying, or diminishing the force, effect, or lien of this Mortgage, or of any renewal or extension of said lien, and that this Mortgage shall continue as a second lien (such lien is subordinate only to a prior lien in favor of Lender), assignment, and security interest on all the Mortgaged Premises not expressly released until all Indebtedness is fully discharged and paid.

17.3 Intentionally Omitted.

17.4 No Joint Venture. Borrower acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Lender be deemed to be a

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partner or joint venturer with Borrower. Lender shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage, the Agreement, the Notes or any other agreement executed in connection herewith or therewith.

17.5 Waiver of Punitive or Consequential Damages. Neither Lender nor Borrower shall be responsible or liable to the other or to any other person for any punitive, exemplary or consequential damages which may be alleged as a result of the Loans or the transactions contemplated hereby, including any breach or other default by any party hereto.

17.6 Notices. All notices, consents, approvals and requests required or permitted hereunder shall be in writing, and shall be sent, and shall be deemed effective, as provided in the Borrower Agreement.

17.7 Remedies Are Cumulative. Each right and remedy in this Mortgage is separate and distinct and is cumulative to all other rights and remedies provided by this Mortgage or by Legal Requirement, and each may be exercised concurrently, independently, or successively, in any order whatsoever.

17.8 Delegation of Authority. Whenever this Mortgage provides that Borrower authorizes and appoints Lender as Borrower's attorney-in-fact to perform any act for or on behalf of Borrower or in the name, place, and stead of Borrower, Borrower expressly understands and agrees that this authority shall be deemed a power coupled with an interest and such power shall be irrevocable.

17.9 Obligations of Borrower Joint and Several. If more than one Person is named as Borrower, each obligation of Borrower under this Mortgage shall be the joint and several obligations of each such Person.

17.10 Severability. If any provision of the Loan Documents, or the application of them to the circumstances, is held void, invalid, or unenforceable by a court of competent jurisdiction, the Loan Documents, and the applications of such provision to other parties or circumstances, shall not be affected thereby, the provisions of the Loan Documents being severable in any such instance.

17.11 Waiver of Statute of Limitations. Borrower waives the right to assert any statute of limitations as a defense to the Loan Documents and the Indebtedness secured by this Mortgage, to the fullest extent permitted by Legal Requirement.

17.12 Successors and Assigns. Except as otherwise provided in the Borrower Agreement and otherwise subject to Sections 8 and 9 of this Mortgage, this Mortgage applies to, inures to the benefit of, and binds, the respective heirs, legatees, devisees, administrators, executors, successors, and assigns of each party to this Mortgage.

17.13 Meaning of Certain Terms. As used in this Mortgage and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" mean and include this Mortgage as a whole, rather than any particular provision of it.

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17.14 Authorized Agents. In exercising any right or remedy, or taking any action provided in this Mortgage, Lender may act through its employees, agents, or independent contractors, as Lender expressly authorizes.

17.15 Captions. Captions and paragraph headings used in this Mortgage are for convenience of reference only, are not a part of this Mortgage, and shall not be used in construing it.

17.16 Conflict with Borrower Agreement. In the event of a conflict between the terms of this Mortgage and the terms of the Borrower Agreement, the Borrower Agreement shall prevail.

SECTION 18

WAIVER OF RIGHT TO JURY TRIAL

18.1 WAIVER OF RIGHT TO JURY TRIAL. TO THE EXTENT NOW OR HEREAFTER PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS MORTGAGE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. BORROWER AND, BY ITS ACCEPTANCE OF THE BENEFITS OF THIS MORTGAGE, LENDER EACH (A) ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR BORROWER AND LENDER TO ENTER INTO A BUSINESS RELATIONSHIP, THAT BORROWER AND LENDER HAVE ALREADY RELIED ON THIS WAIVER BY ENTERING INTO THIS MORTGAGE OR ACCEPTING ITS BENEFITS, AS THE CASE MAY BE, AND THAT EACH SHALL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS, AND (B) FURTHER WARRANTS AND REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS MORTGAGE.

SECTION 19

ASSIGNMENT OF RENTS AND LEASES

19.1 Assignment of Rents and Leases.

(a) To further secure the payment of the Indebtedness and the full and timely performance and discharge of the Obligations, but subject to Borrower's rights and obligations

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under clause (d) below, Borrower hereby grants, transfers and assigns to Lender: (i) any and all Leases, and (ii) all right, title and interest of Borrower in the Rents, together with all benefits and advantages to be derived from said Leases, to hold and receive them unto Lender, and together with all rights against guarantors, if any, of the obligations of the tenants, all subject, however, to the right and license granted to Borrower in Section 19.1(d) below. The foregoing assignment is intended to be specific, choate, and perfected upon the recording of this Mortgage, in accordance with applicable law.

(b) Borrower does hereby irrevocably appoint and empower Lender, its agents or attorneys as Borrower's true and lawful attorney in its name and stead (with or without taking possession of the Mortgaged Premises) upon the occurrence and during the continuance of an Event of Default, to rent, lease or let all or any portion of the Mortgaged Premises to any party or parties at such rental and upon such terms as Lender shall, in its discretion, determine and, to collect, sue for, settle, compromise and give acquittances for all of the Rents and all rights and claims of any kind which Borrower now has or may hereafter have against any tenant under any Lease or any subtenants or occupants of the Mortgaged Premises, and to avail itself of and pursue all remedies for the enforcement of the Leases and Borrower's rights in and under the Leases as Borrower might have pursued but for this assignment.

(c) Upon issuance of a certificate of title, deed or deeds pursuant to or in lieu of foreclosure of the Mortgage, all right, title and interest of Borrower in and to any Leases shall thereupon vest in and become the absolute property of the purchaser, grantee or grantees identified in such certificate of title, deed or deeds (as applicable) without any further act or assignment by Borrower. Borrower hereby irrevocably appoints Lender and its successors and assigns as its agent and attorney in fact to execute all instruments of assignment for further assurance in favor of such purchaser, grantee or grantees identified in such certificate of title, deed or deeds (as applicable), as may be necessary or desirable for such purpose.

(d) This assignment constitutes an absolute, unconditional and presently effective assignment; provided, however, that Lender hereby grants to Borrower the right and license to deal with any Leases, as applicable to each of them, including collecting and receiving the Rents and other amounts due under any Leases as they become due (not more than one month in advance), until the occurrence and during the continuance of any Event of Default, in which event the foregoing right and license shall be terminated and of no further force and effect during the continuance of such Event of Default, and Lender shall be entitled to all Rents and other amounts then due under any Leases and thereafter accruing without the institution of legal proceedings of any kind whatsoever, and this Mortgage shall constitute a direction to and full authority to the tenants to pay all such amounts to Lender upon notice to the tenants from Lender. Each of the tenants upon written notice from Lender, shall be and is hereby authorized by Borrower to pay to Lender any Rents, rental or other sums which may be or thereafter become due under any Leases and to perform each of such tenant's other obligations and undertakings under any Leases without any obligation to determine whether or not such an Event of Default has in fact occurred. The requirement for notice to the tenants is intended solely for the benefit of such tenants and not for the benefit of Borrower or any other Person claiming through or under Borrower, and all payments made to Borrower by tenants during the continuance of an Event of Default, whether before or after notice to the tenants that an Event of Default has occurred, shall be held in trust by Borrower for the benefit of Lender.

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(e) Borrower hereby irrevocably appoints Lender as Borrower's true and lawful attorney in its name and stead (with or without taking possession of the Mortgaged Premises personally, by receiver or as provided herein, it being understood such power of attorney is coupled with an interest) to rent, lease or let all or any portion of the Mortgaged Premises to any party or parties at such rental and upon such terms as Lender shall, in its discretion, determine, and to collect all Rents arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every one of the Leases, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Mortgaged Premises hereunder. Lender agrees that it will not exercise such right and power except upon the occurrence and during the continuance of any Event of Default hereunder.

(f) Borrower represents and agrees that no Rent has been or will be paid by any Person in possession of the Mortgaged Premises for more than one (1) installment in advance and that, except as authorized in this Mortgage, the payment of none of the Rents to accrue for any portion of the Mortgaged Premises will be waived, released, reduced, discounted or otherwise discharged or compromised by Borrower except (x) in connection with a termination of a Lease or (y) in the ordinary course of business consistent with commercially reasonable practices for properties similar to the Mortgaged Premises, or as otherwise may be expressly permitted by the Borrower Agreement. As between Borrower and Lender, Borrower waives any rights of set off against any person in possession of any portion of the Mortgaged Premises. Borrower agrees that it will not assign any of the Rents, except to a purchaser or grantee of the Mortgaged Premises permitted by Lender.

(g) Nothing herein contained shall be construed as constituting Lender as a lender in possession in the absence of the taking of actual possession of the Mortgaged Premises by Lender. In the exercise of the powers herein granted to Lender, no liability shall be asserted or enforced against Lender, all such liability (except for the gross negligence or willful misconduct of Lender) being expressly waived and released by Borrower to the fullest extent permitted by law. Nothing contained herein, including without limitation the assignment provisions set forth above, shall impose upon Lender any duty to produce any rents, issues or profits or cause Lender to be (i) responsible for performing any of the obligations of lessor under any Lease, or (ii) responsible or liable for any waste or for any dangerous or defective conditions of the Mortgaged Premises, for negligence (other than gross negligence) in the management, upkeep, repair or control of the Mortgaged Premises, or for any other act or omission by any other Person.

(h) Borrower further agrees to assign and transfer to Lender all future Leases upon all or any part of the Mortgaged Premises and to execute and deliver, at the request of Lender, all such further assurances and assignments in the Mortgaged Premises as Lender shall from time to time reasonably require.

(i) If Lender's consent or approval is required for any Lease under the terms of the Borrower Agreement, nothing contained in this Section 19.1 shall in any way or manner constitute, infer or imply Lender's consent to or approval of any Lease with respect to any portion of the Mortgaged Premises.

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SECTION 20

RELEASE AND SATISFACTION OF MORTGAGE

20.1 Lender shall, promptly following Borrower's request and upon payment in full of the Indebtedness and performance by Borrower of all of its other obligations under this Mortgage and the Guaranty, execute and deliver to Borrower, at no cost to Lender, a release and satisfaction of this Mortgage, in form reasonably acceptable to Borrower and Lender. Borrower shall not be required to pay Lender a fee for delivering such release and satisfaction, but shall be required to pay Lender's reasonable costs and expenses in connection with delivering such release and satisfaction (including reasonable Attorney Fees).

SECTION 21

MULTISTATE REAL PROPERTY TRANSACTION

21.1 Borrower acknowledges that this Mortgage is one of a number of cross collateralization mortgages, deeds of trust or similar instruments ("**Other Mortgages**") that secure the Obligations. Borrower agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Lender, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Lender of any security for or guarantees of the Obligations, or by any failure, neglect or omission on the part of Lender to realize upon or protect any Obligation or any collateral security therefor including the Other Mortgages. Except as supplemented and/or modified by this Mortgage, all of the terms, covenants and conditions of the Other Mortgages and the other Loan Documents executed in connection therewith shall remain in full force and effect. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations or of any of the collateral security therefor, including the Other Mortgages or of any guarantee thereof, and, to the fullest extent permitted by Legal Requirements, Lender may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Mortgages without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Lender's rights and remedies under any or all of the Other Mortgages shall not in any manner impair the Indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights or remedies of Lender hereunder shall not impair the Lien of any of the Other Mortgages or any of Lender's rights and remedies thereunder. To the fullest extent permitted by Legal Requirements, Borrower specifically consents and agrees the Lender may exercise its rights and remedies hereunder and under the Other Mortgages separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

21.2 Borrower waives all rights to have all or part of the Mortgaged Premises described in this Mortgage and/or the property described in the Other Mortgages marshaled upon any foreclosure of this Mortgage or the Other Mortgages (the Mortgaged Premises subject to this Mortgage and the property subject to the Other Mortgages hereinafter referred to collectively as the "**Subject Property**"). Lender shall have the right to sell, and any court in which foreclosure

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proceedings may be brought shall have the right to order a sale of the Subject Property as a whole or in separate parcels, in any order that Lender may designate. Borrower makes this waiver for itself, for all Persons and entities claiming through or under Borrower and for Persons and entities claiming through or under Borrower and for Persons and entities who may acquire a lien on all or any part of the Subject Property, or any interest therein.

21.3 Borrower represents and warrants that the lien of the Other Mortgages is a second lien on each property described therein and covered thereby and that the provisions of this Mortgage will not cause intervening liens to become prior to the lien of the Other Mortgages. If any intervening lien exists or hereafter arises, Borrower shall cause the same to be released or subordinated to the lien of the Other Mortgages, without limiting any other right or remedy available to Lender. Borrower further warrants that Borrower has no legal or equitable claim against any mortgagor or trustor named in the Other Mortgages which would be prior to the lien of the Other Mortgages, or which would entitle Borrower to a judgment entitling such mortgagor or trustor to an equitable lien on all or any portion of that property prior in lien to the Other Mortgages.

21.4 Borrower and Lender acknowledge and agree that: this Mortgage shall constitute a lien or charge upon only that property described herein as the "Mortgaged Premises"; and the Other Mortgages shall constitute a lien or charge upon only that property described therein as the "Mortgaged Premises".

SECTION 22

USE OF LOAN PROCEEDS

22.1 Borrower covenants and agrees that all of the proceeds of the Loans secured by this Mortgage will be used solely for business purposes and in furtherance of the regular business affairs of New Borrower, and the entire principal obligation secured hereby constitutes: (i) a "business loan," as that term is used in, and for all purposes of, the Illinois Interest Act, 815 ILCS 205/0.01, et seq., including Section 4(1)(c) thereof; and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of Section 205/4(1)(l) thereof.

SECTION 23

MAXIMUM AMOUNT SECURED

23.1 This Mortgage is granted to secure not only existing indebtedness, but also future advances, including revolver loans, made pursuant to or as provided in the Loan Documents, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution hereof, and although there may be no indebtedness outstanding at the time any advance is made. Notwithstanding anything in this Mortgage to the contrary, the maximum principal amount of the indebtedness secured by this Mortgage shall not exceed \$100,000,000, plus all costs of enforcement and collection of this Mortgage and the other Loan Documents, including reasonable attorney's fees, plus the total amount of any advances made pursuant to the Loan Documents to protect the collateral and the

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security interest and lien created hereby, or the priority thereof, together with interest on all of the foregoing as provided in the Loan Documents. Nothing in this Section 23 or in any other provisions of this Mortgage shall be deemed an obligation on the part of Lender to make any future advances of any sort.

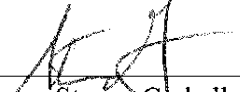
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IN WITNESS WHEREOF, Borrower has executed and delivered this Mortgage as of the date first written above.

BORROWER:

THE FOUR B'S, a New Jersey partnership

By: 
Name: Steven Grabell
Title: Secretary and Chief Financial Officer
Treasurer

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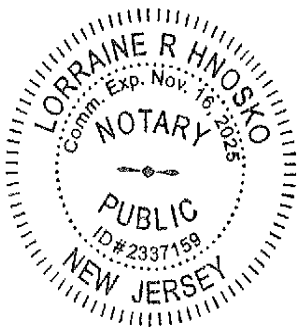
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STATE OF NEW JERSEY)
)
COUNTY OF CAMDEN)

On February 22, 2021, before me, Lorraine Anosko, a Notary Public in and for said state, personally appeared Steven Grabell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lorraine Anosko



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EXHIBIT A

Legal Description

All that certain lot or parcel of land situate in the **County of Cook**, State of Illinois, and being more particularly described as follows:

PARCEL 1:

The East $\frac{1}{2}$ of that part of Lots 3 to 5 taken as a tract, in Cody and Others Subdivision of the East $\frac{1}{2}$ of the North West $\frac{1}{4}$ and the North West $\frac{1}{4}$ of the North West $\frac{1}{4}$ of Section 12, Township 37 North, Range 12, East of the Third Principal Meridian Describe as follows:

Beginning at a point on the East line of said Lot 3 which is 736.5 feet South of the North line of said Lot 3; Thence West parallel with the North line of South Lots 3 to 5, a distance of 890.26 feet to the West line of said Lot 5; Thence South along the West line of said Lot 5, a distance of 400 feet; Thence East parallel with the North line of said Lots 3 to 5 a distance of 890.15 feet to the East line of said Lot 3; Thence North along the East line of said Lot 3, a distance of 400 feet to the point of beginning, all in Cook County, Illinois.

PARCEL 2:

Easement appurtenant for the benefit of Parcel 1 as created by Grant of Easement made by the Commonwealth of Edison Company, a corporation of Illinois, to Walter D. Wilson and Virginia N. Wilson, dated August 13, 1975, and recorded September 4, 1975, as Document No. 23209924 for ingress and Egress over the 40 feet wide roadway located as shown on Exhibit A to said Grant recorded as Document No. 23209924.

Tax Parcel Number: 23-12-102-036