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MORTGAGE AND SECURITY AGREEMENT

THIS SECOND MORTGAGE AND SECURITY AGREEMENT, made as of September 1, 1985, between The Steel City National Bank of Chicago, not personally, but solely as Trustee under a Trust Agreement dated January 3, 1978 and known as Trust No. 1873, an Illinois land trust, with its principal place of business at 3030 East 92nd Street, Chicago, Illinois 60617 (the "Land Trust") and James Hayes and John Hayes, owners of 100% of the beneficial interest of the Land Trust (the "Beneficiaries") (the Land Trust and the Beneficiaries are hereinafter collectively referred to as the "Mortgagor"), and the Heritage/County Bank and Trust Company, as Trustee, organized and existing under the laws of the State of Illinois, having its principal office at 12015 South Western Avenue, Blue Island, Illinois 60406 (the "Mortgagee"),

W I T N E S S E T H:

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THAT WHEREAS, this Second Mortgage is made in consideration of the principal sum of Two Million Dollars (\$2,000,000) loaned to the Land Trust by the Village of Alsip, Illinois (the "Issuer") out of the proceeds derived from the sale of its Industrial Project Revenue Bond (Hayes Beer Distributing Project) dated the date of issuance (the "Bond"); and

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WHEREAS, the Land Trust will utilize such funds, in part, to pay the cost of the construction and equipping thereon of a distribution warehouse and office facility located at the corner of 122nd and Central Avenue, Alsip, Illinois (the "Facility") which will be leased by the Land Trust to Hayes Beer Distributing Co., an Illinois corporation (the "Company") pursuant to a Lease Agreement (the "Lease") dated September 1, 1985 for use by the Company; and

WHEREAS, such loan is made pursuant to a Loan Agreement dated as of September 1, 1985 between the Issuer and the Mortgagor (the "Loan Agreement"), and to evidence Land Trust's obligation to repay the \$2,000,000 loan used to defray the costs of the Facility, the Land Trust shall deliver its promissory note payable to the Issuer (the "Note"), in the principal amount of \$2,000,000 which Note, together with the Issuer's rights in and to the Loan Agreement, the Mortgage and Security Agreement dated as of September 1, 1985 (the "Mortgage") between the Mortgagor and the Issuer and the Assignment of Leases and Rents dated as of September 1, 1985 (the "Assignment of Leases") from the Land Trust to the Mortgagee will be assigned by the Issuer to the Mortgagee under an Indenture of Trust dated as of September 1, 1985 (the "Indenture") between the Issuer and the Mortgagee; and

This Instrument Prepared by, and When Recorded Return To:

Charles P. Carlson
Carlson and Hug
135 S. LaSalle Street
Chicago, Illinois 60603

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WHEREAS, the Note shall bear interest, shall mature in the amounts and on the dates and shall otherwise be in the form set forth in the form of Note annexed to the Loan Agreement as Exhibit C; and

WHEREAS, the purchaser of the Bond is unwilling to purchase the Bond unless, among other things, the Mortgagor shall execute and deliver this instrument for the purpose of securing the Note, and this instrument, the Loan Agreement, the Assignment of Leases and Rents, the Mortgage and the Note shall be assigned to the Mortgagee as security for the Bond; and

NOW, THEREFORE, the Mortgagor to secure the payment of the principal of and interest on the Note in accordance with the terms and provisions thereof, and the payment of any other sums therein provided for (provided however that notwithstanding anything else in this Mortgage to the contrary, the total indebtedness secured hereby shall not exceed \$10,000,000), and the observance and performance of the covenants and agreements contained herein or in the Note, the Bond, the Indenture, the Mortgage, the Assignment of Leases and Rents or in any other instrument or document securing the Note or the Bond or in the Loan Agreement (including without limitation, the obligation of the Mortgagor under Section 8.2 of the Loan Agreement) and the other indebtedness which this Second Mortgage by its terms secures, and also in consideration of the sum of Ten Dollars in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, mortgage, assign and pledge unto the Mortgagee, its successors and assigns under the Indenture (and does hereby grant a security interest to the Mortgagee and its successors and assigns under the Indenture in) all and singular the properties, rights, interest and privileges described in Granting Clauses I, II and III below, all of same being collectively referred to herein as the "Mortgaged Property":

GRANTING CLAUSE I

That certain real estate (the "Real Estate") lying in the Village of Oak Lawn, County of Cook and State of Illinois, more particularly described in Schedule I attached hereto and made a part hereof; subject, however, to Permitted Encumbrances (as hereafter defined).

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GRANTING CLAUSE II

All buildings and improvements of every kind and description (collectively referred to herein as the "Buildings") now or hereafter erected or placed on the property described in Granting Clause I and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property immediately upon the delivery thereof to the Real Estate, and all fixtures of every kind and nature whatsoever now or hereafter owned by Mortgagor and attached to the Real Estate or Buildings, including, but not limited to, all radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and all appurtenances thereto; and all renewals or replacements of any of the foregoing or articles in substitution therefor; subject, however, to Permitted Encumbrances. The address of Mortgagor (debtor) and the Mortgagee (secured party) appear at the beginning of this Mortgage.

GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, franchises and appurtenances belonging or in any wise appertaining to the Real Estate the Buildings and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale) together with the right, but not the obligation, to collect, receive and receipt for all such rents and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable, provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition thereof, but as a personal covenant available only to Mortgagor, that until an event of default shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such rents.

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TO HAVE AND TO HOLD the Mortgaged Property and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, assigned, pledged and in which a security interest is granted, or intended to be granted to Mortgagee, its successors and assigns, forever; provided, however, that this Mortgage is upon the express condition that if Mortgagor shall pay or cause to be paid all indebtedness hereby secured and shall keep, perform and observe all and singular the covenants and promises in the Note, the Assignment of Leases and Rents, the Mortgage or in this Second Mortgage or in any other instrument or document securing the Note or in the Loan Agreement expressed to be kept, performed and observed by Mortgagor, and if the principal of and interest on the Bond shall have been paid in full or provision made for such payment pursuant to the Indenture, then this Second Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Second Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. In addition to the words and terms elsewhere defined in this Mortgage, the following words and terms as used in this Mortgage shall have the following meanings, unless the context or use indicates another or different meaning or intent:

"Additions or Alterations" means improvements, replacements, alterations, additions, enlargements or expansions in, on or to the Buildings.

"Authorized Borrower Representative" shall have the meaning provided therefor in the Loan Agreement.

"Bond Counsel" means the counsel who rendered the opinion as to the tax-exempt status of interest on the Bond, or if an opinion required by this Second Mortgage is unavailable from such counsel, then other nationally recognized municipal bond counsel mutually acceptable to the Issuer, the Mortgagee and the Mortgagor.

"Buildings" shall have the meaning provided therefor in Granting Clause II hereof.

"Facility" shall have the meaning provided in the Recitals hereto.

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"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and not regularly employed on a substantial basis by the Mortgagee or Mortgagor.

"Independent Engineer" means an engineer or engineering firm registered and qualified to practice the profession of engineering under the laws of Illinois and who or which is not a full time employee of either the Mortgagee or the Mortgagor.

"Mortgaged Property" shall have the meaning provided in the recitals hereto.

"Net Proceeds", when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees and any extraordinary expenses of the Mortgagee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time (i) liens for 1985 taxes (ii) this Second Mortgage, and (iii) easements, covenants and conditions on First American Title Insurance Company Commitment for Title Insurance Number E0870 dated July 2, 1985.

"Real Estate" shall have the meaning provided therefor in Granting Clause I hereof.

2. Mortgagor agrees that during the term of this Second Mortgage it will at its own expense (i) keep the Facility in safe condition, (ii) keep the Buildings and all other improvements forming part of the Mortgaged Property in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof and (iii) keep the Mortgage Property free from all charges, liens and encumbrances not expressly subordinated to the lien hereof except Permitted Encumbrances. Mortgagor may, also at its own expense, make from time to time any Additions or Alterations to the Buildings it may deem desirable for its business purposes that do not adversely affect the structural integrity of the Buildings or substantially reduce their value; provided that all such Additions or Alterations to the Buildings shall be located wholly within the boundary lines of the Real Estate and provided further that if the

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cost of such Additions or Alterations shall exceed \$100,000.00 the holder or owner of not less than 66-2/3% of the outstanding principal amount of the Bond shall have consented thereto in writing, which consent shall not unreasonably be withheld. All such Additions or Alterations so made by the Mortgagor shall become a part of the Mortgaged Property and shall be subject to the lien of this Mortgage. The Mortgagor will not permit any mechanics' lien, security interest or other encumbrance to remain against the Mortgaged Property for labor or materials furnished in connection with any Additions or Alterations so made by it unless payment for such labor or materials is not yet due and payable under the contract in question; provided, however, that the Mortgagor may in good faith contest any mechanics' or other lien filed or established against the Mortgage Property, and in such event may permit the item so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that nonpayment of any such item will not materially endanger the lien of this Second Mortgage as to any material part of the Mortgaged Property or the revenues therefrom, and that neither the Mortgaged Property nor any material part thereof will be subject to loss or forfeiture as a result of the nonpayment of any such item during such period, and prior to the commencement of any such contest the Mortgagor shall deposit with the Mortgagee an amount of cash or letter of credit acceptable to the Mortgagee sufficient to pay the contested amount. The Mortgagee will, at the expense of the Mortgagor, cooperate fully with the Mortgagor in any such contest.

No work in connection with repairs or construction of the project shall be undertaken until all municipal and other governmental permits and authorizations have been procured.

3. Mortgagor will promptly pay as the same become due and certify annually to the Mortgagee upon request received from the Mortgagee that such payment has been made, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Mortgaged Property or any interest therein or any equipment or other property installed or brought by the Mortgagor therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the revenues, income or profits of the Mortgagee from the Mortgaged Property which, if not paid, will become a lien on the Mortgaged Property prior to or on a parity with the lien of this Second Mortgage or a charge on the revenues and receipts therefrom prior to or on a parity with the charge thereon and the pledge or assignment thereof to be created and made in the Indenture, and including all ad valorem taxes lawfully assessed upon the Real Estate), all

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utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Mortgaged Property and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Mortgaged Property or on the Real Estate; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Mortgagor shall be obligated to pay only such installments as are required to be paid during the term of this Second Mortgage.

Mortgagor may, at its expense and in its own name and behalf, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided during such period enforcement of any such contested item shall be effectively stayed and further provided that nonpayment of any such item will not materially endanger the lien or security interest afforded by this Second Mortgage as to any material part of the Mortgaged Property or the revenues or receipts therefrom and that neither the Mortgaged Property nor any material part thereof will be subject to loss or forfeiture as a result of the nonpayment of any such item during such period, and prior to the commencement of any such contest Mortgagor shall deposit with the Mortgagee an amount of cash in an amount equal to one and one-quarter times the value of the amount so contested or other security in an amount equal to one and one-half times the amount so contested and approved by the Mortgagee. In the event that Mortgagor shall fail to pay any of the foregoing items required by this Section to be paid by Mortgagor, the Mortgagee, may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Mortgagee shall become an additional obligation of Mortgagor to the one making the advancement, which amounts, together with interest thereon at the rate of interest borne by the Bond from the date of such advance, Mortgagor agrees to pay.

4. The Mortgagor shall at all times keep or cause the Mortgaged Property to be continuously insured against such risks as are customarily insured against by businesses of like size and type, subject to the satisfaction of the Mortgagee, paying as the same become due all premiums in respect thereto, including but not necessarily limited to:

(a) Insurance against loss or damage by fire and lightning, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in Illinois

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in an amount not less than the full replacement value of the Mortgaged Property secured hereby or to the then outstanding balance of the Note, whichever is greater.

(b) Explosion insurance on any steam boilers, pressure vessels and pressure piping (which are not already insured under the policy referred to in Section 4(a) hereof), if applicable, in an amount equal to the full insurable value of the steam boilers, pressure vessels and pressure piping installed in the Facility (with deductible provisions not to exceed \$2,500.00).

(c) Insurance to the extent of \$2,000,000 per occurrence against liability for bodily injury including death resulting therefrom and insurance to the extent of \$500,000 per occurrence against liability for damage to property including loss of use thereof (with deductible provisions not to exceed \$ NONE), occurring on or in any way related to the Facility or any part thereof, (subject, however, to the right of the Mortgagor to self insure such risk, to the extent permitted by applicable law) workmen's compensation required by the laws of the State of Illinois.

Copies or certificates of the insurance policies required by this Section shall be delivered by the Mortgagor to the Mortgagee and, in the case of policies expiring throughout the term of this Mortgage, copies or certificates of any new or renewal policies shall be delivered by the Mortgagor to the Mortgagee.

Policies of insurance provided for in this Section shall name the Mortgagor as insured; provided, however, that the Mortgagee shall also be named as a party insured pursuant to a standard mortgagee clause as its interest may appear and provided further that while the Bond remains outstanding all casualty insurance proceeds shall be payable as provided in Section 6 hereof.

All insurance required by this Section shall be effected with generally recognized responsible insurance companies authorized to do business in Illinois selected by the Mortgagor and reasonably acceptable to the Mortgagee and may be by blanket insurance policy or policies. Mortgagor shall cause appropriate provisions to be inserted in each insurance policy providing that such policy cannot be terminated or modified, without at least thirty (30) days' prior written notice to the Mortgagee and Mortgagor. No claim shall be made and no suit or action at law or in equity

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shall be brought by the Mortgagee or by anyone claiming by, through or under the Mortgagee, against Mortgagor for any damage to the Mortgaged Property covered by the insurance provided for by this Section 4, however caused, but nothing in this subsection shall diminish Mortgagor's obligation to repair or rebuild to the extent provided in Section 6. The Mortgagor shall have the sole right and responsibility to adjust any loss with the insurer involved and to conduct any negotiations in connection therewith, provided that so long as the Bond remains outstanding and unpaid no settlement of claim in excess of \$100,000.00 shall be effected without the written consent of the Mortgagee, which consent shall not be unreasonably withheld.

5. The Net Proceeds of the insurance carried pursuant to the provisions of Sections 4(a) and 4(b) hereof shall be received by the Mortgagor (or the Mortgagee in accordance with Section 6 hereof) and the Net Proceeds of insurance carried pursuant to the provisions of Section 4(c) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

6. As long as no Event of Default, as set forth in Section 9 hereof, exists, unless the Mortgagor shall have then or theretofore exercised its option to prepay the Note in whole pursuant to Section 7.1 of the Loan Agreement, if prior to full payment of the Bond (or provision for payment thereof having been made in accordance with the provisions of the Indenture) the Mortgaged Property is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss under the insurance required to be carried pursuant to Sections 4(a) and 4(b) hereof resulting from such destruction or damage is not greater than \$100,000.00, the Mortgagor (i) will promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction; with such changes, alterations and modifications (including the substitution and addition of other property which shall become subject to the lien of this Mortgage) as may be desired by the Mortgagor and as will not impair the value or the character of the Mortgaged Property as a distribution and office facility and (ii) will apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from such claims for losses, as well as any additional moneys of the Mortgagor necessary therefor. All Net Proceeds of insurance resulting from such claims for losses not in excess of \$100,000.00 shall be paid to the Mortgagor.

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As long as no Event of Default, as defined herein, exists, unless the Mortgagor shall have then or theretofore exercised its option to prepay the Note in whole pursuant to Section 7.1 of the Loan Agreement, if prior to full payment of the Bond (or provision for payment thereof having been made in accordance with the provisions of the Indenture) the Mortgage Property is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss under the insurance required to be carried pursuant to Section 4(a) and Section 4(b) hereof resulting from such destruction or damage is in excess of \$100,000.00, the Mortgagor shall promptly give written notice thereof to the Mortgagee. All Net Proceeds of insurance resulting from such claims (for losses in excess of \$100,000.00) shall be paid to and held by the Mortgagee in a separate trust account, whereupon (i) the Mortgagor will pay into such trust account moneys sufficient together with such Net Proceeds of insurance to pay the cost of repair, rebuilding or restoration of the Mortgage Property and will proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Mortgagor and as will not impair the value or the character of the Mortgaged Property as a distribution and office facility and (ii) at the Mortgagor's written direction, the Mortgagee will apply so much as may be necessary of the Net Proceeds of such insurance to payment of the costs of such repair, rebuilding or restoration, on completion thereof, as the work progresses or as a necessary deposit therefor, provided however that the Mortgagee shall not be required to apply any such Net Proceeds for such repair, rebuilding or restoration so long as any default or event of default shall have occurred and be continuing under the Loan Agreement or under the Indenture and may, and upon the written direction of the holders or owners of two-thirds in outstanding principal amount of the Bond shall, deposit such Net Proceeds into the Bond Fund to prepay the Bond on the next succeeding prepayment date for which timely notice may be given. Each such direction of the Mortgagor shall be accompanied by a certificate of an architect or engineer or other qualified person (who shall be selected by the Mortgagor and be satisfactory to the Mortgagee) in charge of the rebuilding, repairing or restoring, dated not more than thirty (30) days prior to such direction, setting forth in substance that (a) the sum then directed to be applied has been paid by the Mortgagor to, is justly due to, or is required as a deposit by, contractors, subcontractors, materialmen, engineers, architects or other persons who shall have rendered services or furnished materials or improvements for the rebuilding, repairing

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or restoring therein specified; the names of such persons, a brief description of such services or materials or improvements and the several amounts so paid or due to each of such persons; and a statement that none of the costs of the services or materials or improvements described in such certificate has been or is being made the basis of any previous or then pending direction for payment under this Section and that the sum then directed to be applied does not exceed the value of the services or materials or improvements described in the certificate, and (b) that, except for the amount, if any, stated (pursuant to (a) preceding) in such certificate to be due for services or materials or improvements, there is not outstanding any indebtedness known to the persons signing such certificate which is then due for labor, wages, materials, supplies or services in connection with the repairing, rebuilding, or restoring which, if unpaid might become the basis of vendors', mechanics', laborers' or materialmen's liens (other than those being contested as provided in Section 2 hereof), upon the Mortgaged Property or any part thereof. In the event said Net Proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Mortgagor will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said Net Proceeds or will advance to the Mortgagee the moneys necessary to complete said work, in which case the Mortgagee will proceed so to complete said work.

Any moneys held by the Mortgagee in the separate trust account under the provisions of the preceding paragraph may, at the written request of the Mortgagor, be invested or reinvested by the Mortgagee in the investments enumerated in Section 3.7 of the Loan Agreement. The Mortgagor shall forthwith pay to the Mortgagee for deposit into the trust account the amount of any losses on such investments.

Except as herein otherwise provided, any balance of such Net Proceeds remaining after payment of all the costs of such repair, rebuilding or restoration shall be paid into the Bond Fund. If the Bond has been fully paid (or provision for the payment thereof has been made in accordance with the Indenture) all Net Proceeds will be paid to the Mortgagor.

The Mortgagor shall not, by reason of the payment of such excess costs whether by direct payment thereof or advances to the Mortgagee therefor, be entitled to any reimbursement from the Mortgagee, or the holders or owners of the Bond or any abatement or diminution of the amounts payable under this Second Mortgage, the Mortgage, the Note or the Loan Agreement.

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7. Unless the Mortgagor shall then or theretofore exercise its option to prepay the Note in whole pursuant to Section 8.1 of the Loan Agreement, if prior to full payment of the Bond (or provision for payment thereof having been made in accordance with the provisions of the Indenture) title to, or the temporary use of, the Mortgaged Property or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Mortgagor shall be obligated to continue to make the payments under the Loan Agreement, the Note, the Mortgage, the Assignment of Lease and Rents and this Second Mortgage. The Mortgagee and the Mortgagor and the Trustee will cause the Net Proceeds received by them or any of them from any award made in such eminent domain proceedings to be paid to and held by the Mortgagee in a separate trust account, to be applied in one or more of the following ways as shall be directed in writing by Mortgagor, provided however that the Mortgagee shall not be required to apply any such Net Proceeds for the purposes set forth in (a) or (b) below (i) so long as any default or event of default shall have occurred and be continuing under the Loan Agreement or under the Indenture, or (ii) unless the Mortgagor shall have deposited into such trust account moneys sufficient, together with such Net Proceeds, for the restoration or acquisition of other improvements as required by (a) or (b) below:

(a) The restoration of the improvements located on the Real Estate to substantially the same condition as they existed prior to the exercise of the said power of eminent domain, or

(b) The acquisition, by purchase, construction or otherwise, by the Mortgagor of other improvements of equal value and utility suitable for the Mortgagor's operations on or adjacent to the Real Estate (which improvements shall be deemed a part of the Mortgaged Property and subject to the lien of this Second Mortgage) and available for use and occupancy by the Mortgagor without the payment of any amounts other than as provided in the Loan Agreement, the Note, the Assignment of Leases and Rents, the Mortgage and this Second Mortgage, provided, that such improvements shall be acquired by the Mortgagor subject to no liens or encumbrances not expressly subordinated to the lien of this Second Mortgage, other than Permitted Encumbrances. The funds shall be disbursed in the same manner set forth in the second paragraph of Section 6 hereof, or

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(c) Deposited in the Bond Fund for the redemption of the Bond; provided that no part of any such condemnation award may be applied for such redemption unless (1) such Net Proceeds are sufficient, together with the other moneys on deposit in the Bond Fund and available therefor, for the redemption, at the earliest date on which the Bond may thereafter be redeemed, of all of the outstanding Bond in accordance with the Indenture, or (2) in the event that less than the entire Bond is to be redeemed, the Mortgagor shall furnish to the Mortgagee a certificate of an Independent Engineer acceptable to the Mortgagee stating (i) that the property forming a part of the Mortgage Property which was taken by such condemnation proceedings is not essential to the Mortgagor's use or occupancy of the Mortgaged Property, or (ii) that the Mortgaged Property has been restored to a condition substantially equivalent as to both value and utility to its condition prior to the taking by such condemnation proceedings or (iii) that improvements have been acquired which are suitable for the Mortgagor's operations at the Mortgage Property as contemplated by the foregoing subsection (b) of this Section.

Unless the Mortgagor shall have exercised its option to prepay the Note in whole pursuant to Section 8.1 of the Loan Agreement, within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Mortgagor shall direct the Mortgagee in writing as to which of the ways specified in this Section the Mortgagor elects to have the condemnation award applied provided however that if within sixty (60) days of receipt of such Net Proceeds, Mortgagor shall not have elected to apply the Net Proceeds pursuant to (a) or (b) above or shall have failed to comply with the requirements thereof, the Net Proceeds shall be applied as set forth in (c) above. Any balance of the Net Proceeds of the award in such eminent domain proceedings shall be paid into the Bond Fund. If the Bond has been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), a 1 Net Proceeds will be paid to the Mortgagor.

8. In the event Mortgagor shall fail (i) to keep the Mortgaged Property in safe condition, (ii) to keep the Buildings and all other improvements forming part of the Mortgaged Property in good repair and in good operating condition, and otherwise fulfill the requirements of Section 2(ii) hereof, (iii) to pay or cause to be satisfied and discharged any mechanics' or other liens filed or established against the Mortgaged Property (other than Permitted Encumbrances) not expressly subordinated to the lien of this Second Mortgage as required by Section 2 hereof, (iv) to pay

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all taxes or their equivalent, assessments or other governmental or utility charges as required by Section 3 hereof or (v) to maintain the insurance required by Section 4 hereof, the Mortgagee may (but shall be under no obligation to) take such action, including the advancement of amounts of money, as may be necessary to cure such failure after first giving five (5) days' notice in writing to Mortgagor, and all amounts so advanced therefor by the Mortgagee shall become an additional obligation of Mortgagor to the one making the advance, which amounts, together with interest thereon at a rate of interest equal, as of any time, to the rate of interest borne by the Bond for such period, Mortgagor agrees to pay on demand. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of the Mortgagor. The Mortgagee, in making any payment here authorized, may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagor shall pay when due each item of indebtedness herein mentioned, including the principal of, premium and interest on the Note, according to the terms hereof and of the Note. Without notice to Mortgagor, all unpaid indebtedness secured hereby shall, notwithstanding anything in the Note, the Loan Agreement, the Indenture, the Mortgage or in this Second Mortgage to the contrary, become due and payable upon the occurrence of an "event of default" as defined in Section 901 of the Indenture, which reads as follows:

"Section 901. Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "default" or an "event of default":

(a) Failure to make due and punctual payment of any installment of interest upon the Note at the times specified therein;

(b) Failure to make due and punctual payment of the principal on the Note at the times specified therein, whether at the stated maturity thereof, or upon proceedings for redemption thereof or upon the maturity thereof by declaration;

(c) The occurrence of any of the events set forth in Section 7.1 of the Loan Agreement.

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The provisions of Section 7.1 of the Loan Agreement are incorporated herein by reference.

10. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the following rights and remedies:

(a) Mortgagee shall, with respect to any part of the Mortgaged Property constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation the right to the possession of any such property, or any part thereof, and the right to enter any premises where any such property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to the Mortgagor at its address above set forth at least 10 days prior to the sale or other event for which such notice is required. The proceeds of any sale or realization upon any such property shall be applied to the payment of the indebtedness hereby secured, after first deducting therefrom any expenses for retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred by Mortgagee in connection therewith.

(b) Mortgagee may proceed to protect and enforce its rights hereunder by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or, if and only if an "event of default" (as set forth in Section 9 hereof) under the Indenture has occurred, by the foreclosure of this Second Mortgage.

(c) Upon the bringing of any suit to foreclose this Second Mortgage, Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Property, to the extent permitted by applicable law, be entitled to have itself appointed and become mortgagee in possession for all or any part of the Mortgaged Property, and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of the

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Mortgagee as such mortgagee in possession and shall not oppose any such appointment. Any such mortgagee in possession may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Property or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom and income, rents, issues and profits accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(d) In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Property all of which expenditures shall become so much additional indebtedness hereby secured and be immediately due and payable with interest thereon at a rate of interest equal, as of any time, to the rate of interest borne by the Bond for such period the date of expenditure until paid.

(e) Upon the happening of any "event of default" under the Indenture (as set forth in Section 9 hereof), Mortgagor in furtherance of, and not by way of limitation of, the granting clauses of this Second Mortgage, hereby bargains, sells, assigns and sets over to Mortgagee all rents, issues and profits of the Mortgaged Property which, whether before or after foreclosure or during the period of redemption, until the full and complete payment of said indebtedness and performance of all obligations, covenants or agreements hereunder, shall accrue and be owing for the use and occupation of the Mortgaged Property, or of any part thereof. For the purpose aforesaid, Mortgagee may enter and take possession of the Mortgaged Property and manage and operate the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Property. Mortgagee may also take possession of, and for

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these purposes use, any and all personal property contained in the Mortgaged Property and used by the Mortgagor in the rental or leasing thereof or any part thereof. The right to enter and take possession of the Mortgaged Property and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

11. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension, exemption or redemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Second Mortgage or the sale of the Facility, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Facility sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale to which it may be entitled under the laws of the State of Illinois on behalf of Mortgagor and each and every person acquiring any interest in, or title to, the Mortgaged Property described herein subsequent to the date of this Second Mortgage, and on behalf of all other persons to the extent permitted by law.

12. In the event of Chapter Eleven bankruptcy or other reorganization, the Mortgagor waives any right of debtor in possession, and consents and agrees that the Assignee shall be debtor in possession, provided however that the Assignee shall not be appointed debtor in possession so long as no payment default shall have occurred under the Note.

13. Mortgagee shall have the right to inspect the Mortgaged Property at all reasonable times and access thereto shall be permitted for that purpose, within the limitations set forth in Section 5.1 of the Loan Agreement.

14. No remedy or right of Mortgagee shall be exclusive of, but shall be cumulative and in addition to, every other remedy

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or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

15. If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Property or the title thereto or the interest of Mortgagee under this Mortgaged Property or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured, Mortgagee shall be reimbursed by Mortgagor, immediately and without demand, for all reasonable costs, charges, expenses and attorneys' fees incurred by it in any such case, and the same shall be secured hereby as a further charge and lien upon the Mortgaged Property.

16. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Second Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Second Mortgage shall be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the other terms of this Second Mortgage shall in no way be affected thereby.

17. Whenever any of the Mortgagee or the Mortgagor is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Second Mortgage contained by or on behalf of the Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

18. This Second Mortgage and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the Mortgagee and by any other party, if any, against which enforcement of the change, waiver, discharge or termination is sought.

19. This Second Mortgage may be assigned only pursuant to the provisions of Section 5.8 of the Loan Agreement. Any sale, conveyance or transfer of any right, title or interest in the Mortgaged Property or any portion thereof or assignment hereof

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without the prior written consents required by Section 5.8 of the Loan Agreement, shall constitute a default hereunder.

20. This Second Mortgage shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, by the statutes, laws and decisions of the State of Illinois. The Mortgagor in order to induce the Mortgagee to accept this Second Mortgage agrees that all actions on proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Second Mortgage shall be litigated at the Mortgagee's discretion, only in courts located in the State of Illinois. The Mortgagor hereby consent and submit to the jurisdiction of any state or federal court located within the State of Illinois and waive any right to transfer or change the venue of litigation brought against the Mortgagor hereunder.

21. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Second Mortgage shall not affect the validity or enforceability of the remaining portions of this Second Mortgage, or any part thereof.

22. This Second Mortgage is executed and delivered by The Steel City National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee. No personal liability shall be asserted or be enforceable against The Steel City National Bank of Chicago, because or in respect of this Second Mortgage or the making, issuance or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof.

23. Notwithstanding anything contained in this Second Mortgage, no personal liability shall be asserted or enforceable against either of the Beneficiaries in respect to any amounts due and owing under the Note.

24. If no Event of Default, as set forth in Section 9 hereof, has occurred and is continuing, this Second Mortgage shall be released when the principal balance of the Note is reduced to 70% of the value of the Facility as appraised by an appraiser satisfactory to the Bank and at the cost of the Borrower or the Borrower shall deposit or grant to the Mortgagee security in an amount and form acceptable to the holder of the Bond and approved by Bond Counsel.

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IN WITNESS WHEREOF, Mortgagor has caused this Second Mortgage to be executed and sealed, all as of the day and year first above written, but actually entered into this 5th day of November, 1985.

THE STEEL CITY NATIONAL BANK OF CHICAGO, not personally but solely as Trustee under a Trust Agreement dated as of January 3, 1985 and known as Trust No. 1873

By Diane R. Nagel
Its Loan Officer

(SEAL)

ATTEST:


By Amela C. Cretic
Its Asst. Trust Officer

James D. Hayes
James D. Hayes, as beneficiaries
John J. Hayes
John J. Hayes, as beneficiaries

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2025/05/01


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STATE OF ILLINOIS)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 6th day of NOVEMBER, 1985, by James D. Hayes and John J. Hayes, personally known to me to be the same persons whose names are subscribed in the foregoing instrument, who appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of NOVEMBER, 1985.


Notary Public in and for COOK
County, Illinois

SEAL

My Commission expires: 1-19-88

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me, this 5th day of November 1985, by Deane R. Nagel and Samela Cernettis who are respectively Loan Officer and Asst Trust Officer of The Steel City National Bank of Chicago, a national banking association, on behalf of the partnership.

GIVEN under my hand and notarial seal this 5th day of November 1985.

Quanta Lortz
Notary Public in and for
Cook County, Illinois

(SEAL)

My Commission expires: April 14, 1988

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SCHEDULE I

REAL ESTATE DESCRIPTION

A tract of land comprising part of Lot 13 in School Trustee's Subdivision of Section 16, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, said tract of land being all that part of said Lot 13 as lies within the following tract: The East 216 feet of the West 846.75 feet of the North 269 feet of the South 599 feet of the South West 1/4 of said Section 16.

Tax # 24-16-300-044 ML
045

Address 5501 W. 110th St.
Oak Lawn, IL

DEPT-01 RECORDING \$32.00

T#3333 TRAN 0249 11/06/85 13:32:00

#0512 # C *-85-271233

MAIL TO:

PETER OOSTERBAAN
12600 S HARLEM
PALOS HTS, ILL.

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