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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, made as of November 1, 1985, among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee of Trust No. 57780 dated May 17, 1983 and not individually, an Illinois land trust with its principal place of business at 33 North LaSalle Street, Chicago, Illinois 60602 (the "Land Trust") and SHETLAND PROPERTIES OF COOK COUNTY, INC., an Illinois corporation, the sole beneficiary of the Land Trust (the Land Trust and its beneficiary are hereinafter collectively called the "Mortgagor"), and ILLINOIS DEVELOPMENT FINANCE AUTHORITY, a political subdivision, body politic and municipal corporation, organized and existing under the laws of the State of Illinois, having its principal office at Room 780, Two North LaSalle Street, Chicago, Illinois 60602 (the "Authority"), for further assigning to Essexbank, as Trustee (the "Trustee") under the Indenture hereafter described and ESSEXBANK, a Massachusetts banking corporation having its principal office at One Essex Center Drive, Peabody, Massachusetts 01960 (the "Credit Obligor")(the Authority and the Credit Obligor are hereinafter collectively referred to as the "Mortgagee"),

W I T N E S S E T H:

THAT WHEREAS, this Mortgage is made in consideration of the principal sum of Seven Million Five Hundred Thousand Dollars ($7,500,000) loaned to the Mortgagor by the Authority out of the proceeds derived from the sale of its Industrial Project Revenue Bond (Shetland Properties of Cook County, Inc. Project) dated the date thereof (the "Bond") and in consideration of the issuance by the Credit Obligor of its Irrevocable Standby Letter of Credit dated December 6, 1985 (the "Letter of Credit"); and

WHEREAS, the Mortgagor will utilize such funds in regard to the acquisition and rehabilitation of land and a building to be used as a manufacturing and office facility located at 5400 West Roosevelt Road, in Chicago, Illinois as more fully described on Exhibit A of the hereinafter defined Loan Agreement and as legally described on Schedule I hereof (the "Project"); and

WHEREAS, such loan is made pursuant to a Loan Agreement dated as of November 1, 1985 between the Authority and the Mortgagor (the "Loan Agreement"), and to evidence their obligation to repay the $7,500,000 loan used to defray the costs of the Project, the Mortgagor shall deliver its promissory note payable to the Authority (the "Note"), in the principal amount of

BOX 333—TH

This Instrument Prepared by, and When Recorded Return To:
Randall S. Kulat
Carlson and Hug
135 S. LaSalle Street
Chicago, Illinois 60603

P.I.N.: 16-16-310-011 (Parcel 1)
P.I.N.: 16-16-310-016 (Parcel 2)

Property address
5400 W Roosevelt Rd
Chicago, IL

85 313 147

$7,500,000 which Note, together with the Authority's rights in and to the Loan Agreement, the Assignment of Leases and Rents dated as of November 1, 1985 from the Mortgagor to the Authority and the Credit Obligor (the "Assignment of Leases and Rents") and this Mortgage will be assigned by the Authority to Essexbank, Peabody, Massachusetts, as Trustee (the "Trustee") under an Indenture of Trust dated as of November 1, 1985 (the "Indenture") between the Authority and the Trustee; and

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 B; 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 and the Note shall be assigned to the Trustee as security for the Bond;

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 to secure the payment in full of all indebtedness owed the Credit Obligor by the Mortgagor or the Guarantor under the Reimbursement Agreement (as defined in the Indenture), and the performance in full of all covenants and agreements of the Mortgagor under the Reimbursement Agreement, 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 $20,000,000), and the observance and performance of the covenants and agreements contained herein or in the Note, the Bond, the Indenture, the Reimbursement Agreement 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 7.2 of the Loan Agreement) and the other indebtedness which this 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, ~~warrant, bargain~~, sell, convey, mortgage, assign and pledge unto the Mortgagee, its successors and assigns under the Indenture and the Reimbursement Agreement (and does hereby grant a security interest to the Mortgagee and its successors and assigns under the Indenture and the Reimbursement Agreement 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 City of Chicago, 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).

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 and 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.

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, in the Reimbursement Agreement, or in this 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; and all amounts payable pursuant to the Reimbursement Agreement have been paid in full, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee at no expense of Mortgagee.

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.

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

"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 and who is acceptable to the Trustee.

"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 and who or which is acceptable to the Trustee.

"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 Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time, (i) liens for 1985 and subsequent year real estate taxes, (ii) this Mortgage, (iii) the Assignment of Leases and Rents, (iv) covenants, conditions and restrictions numbers 7, 8, 13, 14, 15, 17, 18, 19 and 20 contained in Commitment for Title Insurance Number 7025138 dated December 6, 1985 of Chicago Title Insurance Company, and (v) any and all leases from the Mortgagor to third parties, affecting the Real Estate.

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

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

2. Mortgagor agrees that during the term of this Mortgage it will at its own expense (i) keep the Project in safe condition, (ii) following the completion of the rehabilitation of the Project as described in Section 3.4 of the Loan Agreement, keep the Buildings and all other improvements forming part of the Project 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 Project 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 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 cost of such Additions or Alterations shall exceed $1,000,000 and shall be paid from a source other than the proceeds of the Bond and shall be for other than tenant improvements and tenant installations, the holder or owner of not less than 66-2/3% of the outstanding principal amount of the Bond and the Credit Obligor 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 Project 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 Project, 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 Mortgage as to any material part of the Project or the revenues therefrom, and that neither the Project 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 Trustee an amount of cash or letter of credit acceptable to the Trustee sufficient to pay the contested amount and interest or penalties, or Mortgagee may title indemnify the lien. 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 which are required for such repairs or construction have been procured. Any such repairs or construction shall comply with all zoning, land use and similar laws.

3. Mortgagor will promptly pay as the same become due and certify annually to the Trustee upon request received from the Trustee 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 Project 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 Project which, if not paid, will become a lien on the Project prior to or on a parity with the lien of this 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 utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project 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 Mortgage as they become due.

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 Mortgage as to any material part of the Project or the revenues or receipts therefrom and that neither the Project 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 Trustee an amount of cash or letter of credit acceptable to the Trustee and the Credit Obligor in an amount sufficient to pay the

amount so contested, plus interest and penalties. 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, or the Trustee may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Mortgagee or the Trustee shall become an additional obligation of Mortgagor to the one making the advancement, which amounts, together with interest thereon at the rate of two percent (2%) over the 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 Project 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 in an amount equal to full replacement value of the Project, but in no event less than the amount of the outstanding Letter of Credit (as defined in Loan Agreement) or the principal balance of the Note secured hereby (with deductible provisions not to exceed $500,000).

(b) Explosion insurance on steam boilers, pressure vessels and pressure piping (which are not already insured under the policy referred to in Section 4(a) hereof) in an amount equal to the full insurable value of the steam boilers, pressure vessels and pressure piping installed in the Project (with deductible provisions not to exceed $500,000).

(c) Insurance, including umbrella coverage, to the extent of $7,500,000 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 $50,000), occurring on or in any way related to the Project 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.

Originals, copies or certificates of the insurance policies required by this Section shall be delivered by the Mortgagor to the Trustee and the Credit Obligor at the closing, 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 Trustee and the Credit Obligor at least thirty (30) days prior to the expiration of the existing policies.

Policies of insurance provided for in this Section shall name the Mortgagee, the purchaser of the Bond, the Trustee and the Mortgagor as insureds as their respective interests may appear; provided, however, that the Trustee 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 or amounts remain outstanding under the Reimbursement Agreement all casualty insurance proceeds shall be payable as provided in Section 6 hereof.

All insurance required by this Section 4 shall be effected with generally recognized responsible insurance companies authorized to do business in Illinois selected by the Mortgagor 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, Mortgagor and Trustee. No claim shall be made and no suit or action at law or in equity shall be brought by the Mortgagee or by anyone claiming by, through or under the Mortgagee, against Mortgagor for any damage to the Project 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 $50,000 shall be effected without the written consent of the Credit Obligor and the Trustee, with the approval of a majority of the outstanding principal amount of the Bond, which consents 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 Trustee 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, 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 Project 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 $500,000, the Mortgagor shall, in its sole discretion, either: (a) exercise its option to prepay the Note pursuant to Section 7.1(b)(1) of the

Loan Agreement, or (b)(i) 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 Project as a commercial building and (ii) 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 $500,000 shall be paid to the Mortgagor.

As long as no Event of Default, as defined herein, exists, 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 Project 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 $500,000, the Mortgagor shall either: (a) exercise its option to prepay the Note pursuant to Section 7.1(b)(1) of the Loan Agreement, or (b) with the consent of the Credit Obligor, which consent shall be with unanimous the approval of the holder or holders of the Bond, which approval shall not be unreasonably withheld, utilize such Net Proceeds to repair, rebuild or restore the property damaged or destroyed, and shall promptly give written notice thereof to the Trustee.

In the event that the Mortgagor, with the consent of the Credit Obligor and the approval of the holder of the Bond as described above, elects to rebuild, repair or restore the Project, all Net Proceeds of insurance resulting from such claims (for losses in excess of $500,000) shall be paid to and held by the Trustee in a separate trust account, whereupon (i) the Mortgagor will pay in advance of commencement of any work into such trust account moneys sufficient together with such Net Proceeds of insurance to pay the cost of repair, rebuilding or restoration of the Project 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 Project as a commercial building and are subject to Mortgagees prior written approval as to all such changes, alterations or modification, and (ii) at the Mortgagor's written direction, the Trustee 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 Trustee 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, in the event of default under the Loan Agreement or under the Indenture, and upon the written direction of the holders or owners of two-thirds in outstanding principal amount of the Bond or of the Credit Obligor 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 Trustee and the Credit Obligor) in charge of the rebuilding, repairing or restoring, dated not more than thirty 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 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 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 Project or any part thereof. The Mortgagor shall also furnish to the Trustee and the Credit Obligor such additional assurances, including but not limited to mechanics' lien waivers and sworn statements, title insurance policies and other undertakings as may be reasonably required by the Trustee and the Credit Obligor to assure the proper completion of the rebuilding, repairing or restoration. 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 and the Trustee the moneys necessary to complete said work, in which case the Mortgagee will proceed so to complete said work.

Any moneys held by the Trustee in the separate trust account under the provisions of the preceding paragraph may, at the written request of the Authorized Borrower Representative, be invested or reinvested by the Trustee in the investments

enumerated in Section 3.7 of the Loan Agreement. The Mortgagor shall forthwith pay to the Trustee 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, except to the extent of advances by Mortgagor, which amount, if any, shall be paid to the Mortgagor. 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 or Trustee therefor, be entitled to any reimbursement from the Mortgagee, the Trustee or the holders or owners of the Bond or any abatement or diminution of the amounts payable under this Mortgage, the Note or the Loan Agreement or the Reimbursement Agreement.

7. 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 Project 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 and this Mortgage. If the Net Proceeds from any award made in such eminent domain proceedings are less than $500,000, the Mortgagor shall, in its sole discretion, elect to apply such Net Proceeds in any one or more of the ways described by paragraphs (a), (b) or (c) below. If the Net Proceeds from any award made in such eminent domain proceedings are greater than $500,000, the Mortgagor shall either: (i) exercise its option to have the Bond redeemed in accordance with paragraph (c) below, or (ii) with the consent of the Credit Obligor, which consent shall be with the approval of the holder of the Bond, which approval shall not be unreasonably withheld, elect to apply such Net Proceeds for the purposes set forth in paragraphs (a) and (b) below.

In accordance with the provisions of the immediately preceding paragraph, the Mortgagee, 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 Trustee 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 Trustee 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 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 and this 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 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

(c) Deposited in the Bond Fund for the redemption of the Bond in accordance with the provisions of Section 7.1(b)(1) of the Loan Agreement; 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 and the Trustee a certificate of an Independent Engineer acceptable to the Mortgagee and the Trustee stating (i) that the property forming a part of the Project which was taken by such condemnation proceedings is not essential to the Mortgagor's use or occupancy of the Project, or (ii) that the Facility 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 Project as contemplated by the foregoing subsection (b) of this Section.

Within ninety days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Mortgagor shall direct the Mortgagee and the Trustee 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 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), all Net Proceeds will be paid to the Mortgagor.

8. In the event Mortgagor shall fail (i) to fulfill the requirements of Section 2 (i) and (ii) hereof, (ii) to pay or cause to be satisfied and discharged any mechanics' or other liens filed or established against the Project (other than Permitted Encumbrances) not expressly subordinated to the lien of this Mortgage as required by Section 2 hereof, or otherwise indemnified pursuant to Section 2, (iii) to pay all taxes or their equivalent, assessments or other governmental or utility charges as required by Section 3 hereof or (iv) to maintain the insurance required by Section 4 hereof, the Mortgagee or the Trustee 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 ten days' notice in writing to Mortgagor, and all amounts so advanced therefor by the Mortgagee or the Trustee 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 default rate of interest borne by the Bond for such period, Mortgagor agrees to pay on demand. Inaction of Mortgagee or the Trustee 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 or Trustee, 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 Reimbursement Agreement, the Loan Agreement, the Indenture or in this 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:

"<u>Section 901</u>. <u>Defaults; Events of Default</u>. 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 Bond at the times specified therein;

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

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Authority in this Indenture or in the Bond contained and failure to remedy the same after notice thereof pursuant to Section 910 hereof;

(d) The occurrence of any of the events set forth in Section 6.1 of the Loan Agreement;

(e) Receipt by the Trustee of a written notice from the Credit Obligor of the occurrence of an event of default under the Reimbursement Agreement and a written demand by the Credit Obligor to declare the principal amount of the Bond and all outstanding and all accrued interest thereon to be immediately due and payable; and

(f) An Act of Bankruptcy.

The provisions of Section 6.1 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 Project 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 without legal process 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. If any deficiency shall result after such application, then Mortgagor shall be and remain liable therefor and shall immediately pay the same to Mortgagee.

(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 Mortgage.

(c) Upon the bringing of any suit to foreclose this 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 involvency of Mortgagor or the then value of the Project, 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 Project 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 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 Project 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 Project, 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 default rate of interest borne by the Bond for such period from the date of expenditure until paid.

(e) If at any foreclosure proceeding the Project shall be sold for a sum less than the total amount of indebtedness

for which judgment is therein given, Mortgagee, as judgment creditor, shall be entitled to the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency.

(f) 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 Mortgage, hereby bargains, sells, assigns and sets over to Mortgagee all rents, issues and profits of the Project, 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 Project, or of any part thereof. For the purpose aforesaid, Mortgagor does hereby constitute and appoint Mortgagee its attorney in fact irrevocably in its name to receive, collect and receipt for all sums due or owing for such use, rents and occupation, as the same may accrue; and out of the amount so collected to pay and discharge all unpaid indebtedness hereby secured. For the purpose aforesaid, Mortgagee may enter and take possession of the Project 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 Project. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Project and used by the Mortgagor in the rental or leasing thereof or any part thereof. The right to enter and take possession of the Project 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 Mortgage or the sale of the Project, but, to the extent permitted by law, 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 Project marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Project 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 Project described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by law.

12. Mortgagee shall have the right to inspect the Project 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.

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

14. 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.

15. 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 Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the other terms of this Mortgage shall in no way be affected thereby.

16. Whenever any of the Mortgagee, Trustee 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 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.

17. This Mortgage and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the Trustee, the Credit Obligor and by any other party, if any, against which enforcement of the change,

waiver, discharge or termination is sought. No amendment shall be made to this Mortgage without the prior written consent of the Credit Obligor. This Mortgage shall not be discharged if payment is made under the Letter of Credit securing the Bond unless and until all obligations under the Reimbursement Agreement securing the Letter of Credit shall have been paid in full. The rights of the Authority under this Mortgage shall cease to be in force and effect when there are no Bond Outstanding, as defined in the Indenture.

18. This 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 Trustee to accept this Mortgage agrees that all actions on proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Mortgage shall be litigated at the Trustee's and the Credit Obligor's discretion, only in courts located in the State of Illinois. The Mortagor hereby consents and submits 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.

19. It is expressly covenanted and agreed by the Mortgagor that, upon each disbursement of funds by the Credit Obligor to the Trustee pursuant to the Letter of Credit, the Credit Obligor shall be and is hereby subrogated to all rights, liens, priorities, powers and privileges which before such disbursement were vested in the Trustee as assignee of the Issuer's right, title and interest hereunder and upon such disbursement the lien of this Mortgage securing the indebtedness evidenced by the Note and all other Bond obligations shall remain in existence for the benefit of the Credit Obligor and to further secure the Reimbursement Agreement obligations.

21. All notices, certificates and other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows: If to the Authority at Room 780, Two North LaSalle Street, Chicago, Illinois 60602, Attention: Executive Director; if to the Mortgagor at 111 W. Washington St., Chicago, Illinois 60602, with a copy to Shetland Properties of Cook County, Inc., at 5400 West Roosevelt Road, Chicago, Illinois 60650; if to the Trustee at One Essex Center Drive, Peabody, Massachusetts 01960, Attention: Corporate Trust Department; and if to the Credit Obligor at One Essex Center Drive, Peabody, Massachusetts 01960, Attention: Letter of Credit Department. A duplicate copy of each notice, certificate or other communication given hereunder by the Mortgagee or the Mortgagor to the other shall also be given to the Trustee. The Mortgagee, the Mortgagor and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

22. Time is of the essence of the Loan Agreement, the Note and this Mortgage.

This Mortgage is signed by American National Bank and Trust Company of Chicago, Chicago, Illinois, not individually but solely as Trustee under a certain Trust Agreement known as American National Bank and Trust Company of Chicago, Trust Number 57780 dated May 17, 1983. Said Trust Agreement is hereby made a part hereof and any claim against said Trustee which may result herefrom shall be payable only out of any trust property which may be held hereunder. Any and all personal liability (including liability relating to releases or indemnification) of American National Bank and Trust Company of Chicago, Chicago, Illinois, is hereby expressly waived by the parties hereto and their respective successors and assigns.

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee of Trust No. 57780 dated May 17, 1983 and not individually

By _____
Its _____
VICE PRESIDENT

(SEAL)

Attest:

By _____
Its _____
ASSISTANT SECRETARY

SHETLAND PROPERTIES OF COOK COUNTY, INC.

By _____
Its Vice President

(SEAL)

Attest:

By _____
Its Asst Secty.

85 313 147

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 3rd day of December, 1985, by Alan Takeji and Steven P. Hendrickson who are respectively Vice President and Asst. Sec'y. of American National Bank and Trust Company of Chicago, an Illinois banking corporation, on behalf of said corporation.

GIVEN under my hand and notarial seal this 3rd day of December, 1985.

Notary Public in and for Cook County, Illinois

(SEAL)

My commission expires: My Commission expires November 20, 1988

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 6th day of December, 1985 by Andrew Lappin and Diane Lappin who are respectively Vice President and Asst. Secretary of Shetland Properties of Cook County, Inc., an Illinois corporation, on behalf of said corporation.

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

Joan McEniff
Notary Public in and for Cook County, Illinois

(SEAL)

My commission expires: 6/14/86

85 313 147

85313147

SCHEDULE I

REAL ESTATE DESCRIPTION

SCHEDULE I

REAL ESTATE DESCRIPTION

PARCEL 1:

THAT PART OF THE WEST ½ OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY AS LOCATED AND LAID OUT (BUT NOW ABANDONED) OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD (EXCEPTING THEREFROM A STRIP OF LAND ACROSS SAID SECTION, 300 FEET IN WIDTH SOUTH OF AND ADJOINING SAID ABANDONED RIGHT OF WAY) DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT A POINT IN THE EAST LINE OF SOUTH CENTRAL AVENUE, SAID POINT BEING 851 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 16 AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF SOUTH CENTRAL AVENUE, AND 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 425.39 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE OF SOUTH CENTRAL AVENUE WITH THE SOUTHERLY LINE OF THE ABOVE DESCRIBED STRIP OF LAND 300 FEET IN WIDTH, SOUTH OF AND ADJOINING THE ABOVE DESCRIBED ABANDONED RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF SAID 300 FOOT STRIP, SAID LINE FORMING A SOUTH EAST ANGLE OF 81 DEGREES 54 MINUTES 30 SECONDS WITH SAID EAST LINE OF SOUTH CENTRAL AVENUE, A DISTANCE OF 2,586.56 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE OF THE SOUTH 300 FOOT STRIP WITH THE WEST LINE OF SOUTH LARAMIE AVENUE, AS WIDENED, SAID WEST LINE BEING 70 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH 1/4 SECTION LINE OF SAID SECTION 16, AND FORMING A SOUTH WEST ANGLE OF 98 DEGREES 01 MINUTES 30 SECONDS WITH SAID SOUTHERLY LINE OF SAID 300 FOOT STRIP, THENCE SOUTH ALONG SAID WEST LINE OF SOUTH LARAMIE AVENUE, A DISTANCE OF 900.64 FEET TO THE NORTH WEST OF SOUTH LARAMIE AVENUE AND WEST ROOSEVELT ROAD, SAID POINT BEING 70 FEET WEST OF THE NORTH AND SOUTH 1/4 SECTION LINE OF SAID SECTION 16, AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, THENCE WEST ON THE NORTH LINE OF WEST ROOSEVELT ROAD, AND 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 16 A DISTANCE OF 2,064.59 FEET TO A POINT WHICH IS 528.26 FEET EAST OF THE WEST LINE OF SAID SECTION 16 (MEASURED ON THE NORTH LINE OF WEST ROOSEVELT ROAD) THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 818 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SECTION 16, A DISTANCE OF 495.26 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 33 FEET OF SAID SOUTH WEST 1/4 WITH THE WEST LINE OF THE EAST 70 FEET THEREOF; THENCE WEST, ALONG SAID NORTH LINE OF THE SOUTH 33 FEET FOR A

DISTANCE OF 400 FEET, THENCE NORTH ALONG A STRAIGHT LINE, TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 345 FEET SOUTHERLY AND NORMALLY DISTANT FROM THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, SAID POINT BEING 470 FEET WEST (MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SOUTH WEST 1/4; THENCE EASTERLY ALONG SAID LINE WHICH IS 345 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF SAID ABANDONED RIGHT OF WAY, TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 90 FEET OF SAID SOUTH WEST 1/4, THENCE EASTERLY TO A POINT. IN THE WEST LINE OF THE EAST 70 FEET OF SAID SOUTH WEST 1/4, WHICH IS 50 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE OF THE EAST 70 FEET WITH A LINE DRAWN PARALLEL WITH AND 300 FEET SOUTHERLY AND NORMALLY DISTANT FROM SAID SOUTHERLY LINE OF SAID ABANDONED RIGHT OF WAY, THENCE SOUTH, ALONG THE SAID WEST LINE OF THE EAST 70 FEET (BEING THE WEST LINE OF SOUTH LARAMIE AVENUE, AS WIDENED) FOR A DISTANCE OF 850.64 FEET MORE OR LESS TO THE POINT OF BEGINNING AND EXCEPTING THERFROM THAT PART THEREOF FALLING WITHIN THE NORTH 55 FEET OF THE SOUTH 906 FEET OF THE WEST 125 FEET OF SECTION 16 AFORESAID AND EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THAT PART OF THE WEST 107 FEET OF SECTION 16 AFORESAID, LYING SOUTH OF A LINE 300 FEET SOUTH OF AND PARALLEL TO THE ABANDONED RIGHT OF WAY OF THE ST. CHARLES AND MISSISSIPII AIR LINE RAILROAD AND NORTH OF A LINE 906 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 16 AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTH 33 FEET OF SAID SOUTH WEST 1/4 WHICH POINT IS 470 FEET WEST OF THE EAST LINE OF SAID SOUTH WEST 1/4 THENCE NORTH ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT A LINE WHICH IS PARALLEL WITH AND 345 FEET SOUTHERLY AND NORMALLY DISTANCT FROM THE SOUTHERLY LINE OF THE RIGHT OF WAY AS LOCATED AND LAID OUT (BUT NOW ABANDONED) OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD AT A POINT WHICH IS 470 FEET WEST (MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SOUTH WEST 1/4, FOR A DISTANCE OF 400 FEET, TO A POINT OF BEGINNING OF THE TRACT OF LAND BEING HEREBY DESCRIBED, THENCE CONTINUING NORTH ALONG SAID EXTENDED LINE, TO SAID INTERSECTION WITH THE LINE WHICH IS 345 FEET SOUTHERLY AND NORMALLY DISTANT FROM THE SOUTHERLY LINE OF SAID ABANDONED RIGHT OF WAY, THENCE EASTERLY ALONG SAID LINE WHICH IS PARALLEL WITH THE SOUTHERLY LINE OF SAID ABANDONED RIGHT OF WAY TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 90 FEET OF SAID SOUTH WEST 1/4, THENCE EASTERLY TO A POINT IN THE WEST LINE OF THE EAST 70 FEET OF SAID SOUTH WEST 1/4, WHICH POINT IS 50 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE OF THE EAST 70 FEET WITH A LINE DRAWN PARALLEL WITH AND 300

FEET SOUTHERLY AND NORMALLY DISTANT FROM SAID SOUTHERLY LINE OF SAID ABANDONED RIGHT OF WAY) THENCE SOUTH ALONG THE SAID WEST LINE OF THE EAST 70 FEET (BEING THE WEST LINE OF SOUTH LARAMIE AVENUE, AS WIDENED) FOR A DISTANCE OF 25.5 FEET, SAID POINT BEING 858.14 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE OF SOUTH LARAMIE AVENUE WITH THE SOUTH LINE OF SAID SECTION 16, THENCE WEST, AT RIGHT ANGLES TO SAID WEST LINE OF SOUTH LARAMIE AVENUE, A DISTANCE OF 190 FEET; THENCE SOUTH PARALLEL WITH THE SAID WEST LINE OF SOUTH LARAMIE AVENUE, TO THE EAST LINE OF AN EASEMENT FOR RAILROAD RIGHT OF WAY FROM SUNBEAM CORPORATION TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, DATED SEPTEMBER 7, 1945, RECORDED OCTOBER 28, 1948 AS DOCUMENT NUMBER 14432042; THENCE SOUTH ALONG THE EAST LINE OF SAID EASEMENT, TO A POINT WHICH IS 533 FEET NORTH OF THE SOUTH LINE OF SECTION 16 AND 180.96 FEET WEST OF SAID WEST LINE OF SOUTH LARAMIE AVENUE, THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 16A DISTANCE OF 19.04 FEET, THENCE SOUTH PARALLEL WITH SAID WEST LINE OF SOUTH LARAMIE AVENUE, A DISTANCE OF 100 FEET, THENCE WEST 200 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.