

STEVEN H. BLUMENTHAL
ROSENTHAL AND SCHANFIELD
55 EAST MONROE STREET
SUITE 4620
CHICAGO, ILLINOIS 60603

THIS INSTRUMENT PREPARED BY AND
UPON RECORDING SHOULD BE RETURNED TO:

WHEREAS, beneficiary is also justly indebted unto
Mortgagee in the principal sum of ONE MILLION EIGHT HUNDRED
THOUSAND DOLLARS (\$1,800,000.00) as evidenced by a secured
promissory note from AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally but solely as trustee
under a Trust Agreement dated October 1, 1985 and known as

WHEREAS, Mortgagee is justly indebted unto Mort-
gagee in the principal sum of SEVEN HUNDRED THOUSAND DOLLARS
(\$700,000.00), which indebtedness is evidenced by Owner's
secured promissory note (the "Note") of even date herewith
payable to the order of Mortgagee, in the principal amount
of \$700,000.00, bearing interest at a rate provided in the
Note and payable in the manner therein set forth, with the
maturity of the Note being December 1, 1990 (provided the
maturity of the Note may be extended for an additional sixty
(60) month period pursuant to the Note such that, if the
extension is duly exercised, the maturity of the Note will
be December 1, 1995) which Note contains provisions for
acceleration in the event of default, contains provisions for
limiting prepayments, and provides for payment of costs of
collection, including reasonable attorneys' fees, in the
event of default, waives presentment and notice of protest,
all as more particularly set forth in the Note, a copy of
which is attached hereto as Exhibit A and made a part
hereof; and

WHEREAS, NICHOLAS J. LEFKALUK ("Beneficiary") is
the holder and owner of one hundred percent (100%) of the
beneficial interest in the land trust established by the
Trust Agreement and known as Trust No. 10-32324 (the "Land
Trust") of which Owner is the trustee (Owner and Benefi-
ciary being sometimes individually and collectively here-
inafter referred to as "Mortgagee"); and

W I L L I A M S E S E I H :

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter
called this "Mortgage") made this 10th day of December 1985,
by and between LASALLE NATIONAL BANK, a national banking
association, not individually but as trustee under a Trust
Agreement dated April 5, 1972 (the "Trust Agreement"), and
known as Trust No. 10-32324, having its principal place of
business at 135 South LaSalle Street, Chicago, Illinois
60690 ("Owner"), and SECURITY CAPITAL CREDIT CORPORATION, a
Delaware corporation having its principal office at 500
Winding Brook Drive, Glassonbury, Connecticut 06033
("Mortgagee"),

MORTGAGE AND SECURITY AGREEMENT

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Trust No. 65676 and payable to Mortgagee, bearing even date herewith (the "Other Note"); and

WHEREAS, as a condition to the incurring of said indebtedness, Mortgagor agreed to execute and deliver this Mortgage to secure the payment of the Note, the other Note and the performance of the covenants and conditions in this Mortgage and any extension, renewal or modification thereof.

NOW THEREFORE, in order to secure to Mortgagee the repayment of the indebtedness evidenced by the Note (including, without limitation, the principal amount thereof, interest thereunder and all other sums payable thereunder) and all other sums payable hereunder, and the performance of the covenants and agreements of Mortgagor contained herein, Owner does hereby grant, bargain, sell, transfer, assign, convey, confirm and mortgage unto Mortgagee, its successors and assigns forever, the following:

THE MORTGAGED PROPERTY

(A) The following described premises situated in the Village of Forest Park, Cook County, Illinois, to wit: The land described in detail in Exhibit B (the "Land") which is attached hereto and incorporated herein and made a part of this document for all purposes.

(B) TOGETHER WITH (1) all the buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land or any part thereof, and (2) all building materials, supplies and other property stored or delivered to the site of said premises or at other locations for incorporation into any of the aforesaid buildings, structures and improvements, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, and used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Mortgagor in and to such personal property and fixtures, whether as owner, chattel lessee or otherwise, it being understood and agreed that all such personal property and fixtures are and at all times shall be part and parcel of the real property encumbered hereby and appropriated to the use thereof and, whether or not affixed or annexed to such real property, to the fullest extent permitted by law, are and at all times shall be conclusively deemed to be fixtures, a part of such real property and part of the security provided hereby (all of the property described in this paragraph (B) being hereinafter collectively called the "Improvements").

(C) TOGETHER WITH (1) all estate, right, title and interest of Mortgagor, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Land or any part thereof, and the land lying in the bed of such streets, roads and public places, and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjacent to or used or intended to be used in

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connection with any of the property described in paragraphs (A) and (B) hereof, or any part thereof; and (2) all water courses, easements, rights-of-way and rights of use or passage, public or private, and all estates, interests, benefits, powers, rights (including, without limitation, sewer, water, air, mineral and subsurface rights), privileges, licenses, profits, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in paragraphs (A) and (B) hereof, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagee.

(D) TOGETHER WITH (i) all estate, right, title and interest of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) hereof, or any part thereof, under the power of eminent domain, including, without limitation, any awards and compensation for change of grade of streets or any other injury to or decrease in the value of such property, or for any damage (whether caused by such taking or otherwise) to such property or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of such property or any part thereof, and all refunds of taxes, assessments, water charges, sewer rents or other impositions in respect of any such property; and Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and (if it so elects) to apply the same toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (ii) all contract rights, general intangibles, actions and rights in action, including without limitation all rights to insurance proceeds and unearned or refunded premiums arising from or relating to any such property and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the property described in paragraphs (A), (B) and (C) hereof or any part thereof.

(E) TOGETHER WITH all rents, royalties, issues, profits, revenues, income and other benefits to which Mortgagor may now or hereafter be entitled from the property described in paragraphs (A), (B) and (C) hereof, or any part thereof, to be applied against the indebtedness and other sums secured hereby; provided, however, that permission is hereby given to Mortgagor, so long as no Event of Default has occurred hereunder, to collect and use such rents, royalties, issues, profits, revenues, income and other benefits as they become due and payable, but not in advance thereof. Mortgagee shall be entitled, at its option upon the occurrence of an Event of default (as hereinafter defined) to all rents, royalties, issues, profits, revenues, income and other benefits from the property described in paragraphs (A), (B) and (C) hereof whether or not Mortgagee takes possession of such property or any part thereof. Upon the occurrence of an Event of Default, the permission hereby given to Mortgagor to collect such rents, royalties, issues, profits, revenues, income and other benefits from the property described in paragraphs (A), (B) and (C) hereof shall

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terminate. Neither the exercise of any rights under this paragraph by Mortgagor nor the application of any such rents, royalties, issues, profits, revenues, income or other benefits to the indebtedness and other sums secured hereby, shall cure or waive any Event of Default or notice of any Event of Default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

The foregoing provisions hereof shall constitute an absolute and present assignment of the rents, royalties, issues, profits, revenues, income and other benefits from the property described in (A), (B) and (C) above, subject, however, to the conditional permission given to Mortgagor to collect and use such rents, royalties, issues, profits, revenues, income and other benefits as hereinabove provided; and the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder.

(F) TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the property described in paragraphs (A), (B) and (C) hereof, together with all security therefor and all moneys payable thereunder, and all books and records which reflect payments made under the leases and all security therefor, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rents, income and other benefits arising under any such lease. Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights of Mortgagee as provided by this paragraph.

All of the property described in paragraphs (A), (B), (C), (D), (E) and (F) above, and each item of property therein described, is herein referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the above granted and bargained Mortgaged Property and all parts thereof unto it, the said Mortgagee, its successors and assigns forever, to its and their own proper use and benefit forever, subject, however, to the terms and conditions herein.

Provided, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee the Indebtedness (as hereinafter defined), at the times and in the manner stipulated therein, herein, and in all other instruments securing the Note, all without any deduction or credit or taxes or other similar charges paid by Mortgagor and shall keep, perform and observe all the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage, and the grants, conveyances and assignments therein contained, shall cease and be void; otherwise to remain in full force and effect.

Mortgagor further covenants and agrees with Mortgagee or any successor in title as holder of the Note as follows:

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ARTICLE ONE

Covenants of Mortgagor

1.01 Performance of Note, Mortgage, and Other Documents. Mortgagor shall cause to be performed, observed and complied with all provisions hereof, of the Note, the Other Note and every other instrument securing the Note and the Other Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and the Other Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note when payment shall become due (the entire principal amount of the Note and the Other Note, all accrued interest thereon and all obligations and indebtedness herein described being referred to herein as the "indebtedness").

1.02 General Representations, Covenants and Warranties. Mortgagor represents and covenants that (a) Mortgagor is seized of an indefeasible estate in fee simple in, and has good and absolute title to, the Mortgaged Property, and has good right, full power and lawful authority to mortgage and pledge the same as provided herein and Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Mortgaged Property in accordance with the terms hereof; (b) the Mortgaged Property is free and clear of all liens, security interests, charges and encumbrances whatsoever (except those described in Exhibit C; (c) Mortgagor will maintain and preserve the lien of this Mortgage until the indebtedness and other sums secured hereby have been paid in full; (d) Beneficiary and each co-maker, endorser or guarantor of the indebtedness (said co-maker, endorser(s) or guarantor(s) herein referred to jointly and severally as the "Guarantor") are now able to meet their respective debts as they mature, the fair market value of their respective assets exceeds their respective liabilities and no bankruptcy or insolvency case or proceedings is pending or contemplated by or against Beneficiary or the Guarantor; (e) all reports, statements and other data furnished by Beneficiary and the Guarantor to Mortgagee are true, correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; (f) this Mortgage and the Note and other instruments securing the Note or otherwise executed in connection therewith are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which Mortgagor or the Guarantor is a party or by which Mortgagor or the Guarantor or any of their respective properties may be bound and do not contravene any law, order, decree, rule or regulations to which Mortgagor or the Guarantor is subject, (g) there are no actions, suits or proceedings pending, or to the knowledge of Mortgagor threatened, against or affecting Owner, Beneficiary or the Guarantor or the Mortgaged Property; (h) all costs arising from construction of any improvements and the purchase of all equipment located on the Mortgaged Property which have been incurred prior to the date of this Mortgage have been paid; (i) the Mortgaged Property has frontage on, and direct access for ingress and egress to, the street(s) described in surveys submitted to Mortgagee; (j) electric, gas, sewer, water facilities and

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any other necessary utilities are, and at all times hereafter shall be, available in sufficient capacity to service the Mortgaged Property satisfactorily during the term of the Note, and any easements necessary to the furnishing of such utility service by Mortgagor have been obtained and duly recorded; and (k) Mortgagor and the Guarantor are not in default under the terms of any instrument evidencing or securing any indebtedness of Mortgagor or the Guarantor, respectively, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, passage of time or both. Mortgagor fully warrants and will forever defend the title to the Mortgaged Property against the claims of all persons whatsoever claiming or to claim the same or any part thereof.

1.03 Compliance with Laws; Notice. Mortgagor covenants and warrants that to the best of its knowledge, the Mortgaged Property presently complies with and will continue to comply with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, rules and regulations. If Mortgagor receives notice from any federal, state or other governmental body that it is not in compliance with any such covenant, ordinance, code, law or regulation, Mortgagor will provide Mortgagee with a copy of such notice promptly.

1.04 Taxes and Other Charges

1.04.1 Taxes and Assessments. Subject to the provisions of this paragraph 1.04, Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or the Indebtedness or upon or against the interest of Mortgagee in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or against Mortgagor or in respect of the Mortgaged Property or any part thereof; provided, however, that Mortgagor may in good faith, by appropriate proceedings (including without limitation payment of the asserted tax or assessment under protest if such payment must be made in order to contest such tax or assessment), contest the validity, applicability or amount of any asserted tax or assessment and pending such contest Mortgagor shall not be deemed in default hereunder if on or before the due date of the asserted tax or assessment there is established an escrow acceptable to Mortgagee in an amount estimated by Mortgagee to be adequate to cover the payment of such tax or assessment with interest, costs and penalties; and, if the amount of such escrow is insufficient to pay any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, Mortgagor shall pay such deficiency no later than the date such judgment becomes final.

1.04.2 Tax Escrow. In order to secure the performance and discharge of Mortgagor's obligations under this

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paragraph 1.04, but not in lieu of such obligations, Mortgagor will pay over to Mortgagee, upon request by Mortgagee, an amount equal to one-twelfth (1/12th) of the next maturing annual ad valorem taxes, assessments and charges (which charges for purposes of this paragraph shall include without limitation water and sewer rents) of the nature described in paragraph 1.04.1 for each month that has elapsed since the last date to which such taxes, assessments and charges were paid; and Mortgagor will, in addition, pay over to Mortgagee together with each installment on the Note sufficient funds (as estimated from time to time by Mortgagee in its sole discretion) to permit Mortgagee to pay when due said taxes, assessments and charges. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional moneys as are required to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments and similar charges. Such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. In the event of a default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be kept, performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph 1.04.2 remaining to Mortgagor's credit. Nothing contained in this paragraph shall be deemed to affect any right or remedy of Mortgagee under any provision of this Mortgage or of any statute or rule of law to pay any amount required to be paid by paragraph 1.04.1 and to add the amount so paid together with interest at the Default Rate (as hereinafter defined) to the indebtedness hereby secured. Although Mortgagee intends to use its best efforts to make such payments in a timely fashion, the arrangements provided for in this paragraph are solely for the added protection of Mortgagee and entail no responsibility on Mortgagee's part beyond the allowing of due credit, without interest, for sums actually received by it. Upon assignment of this Mortgage, any funds on hand shall be turned over to the assignee and any responsibility of Mortgagee with respect thereto shall terminate.

1.04.3 No Credit Against the Indebtedness Secured Hereby. Mortgagor shall not claim, demand or be entitled to receive any credit on account of the Indebtedness for any part of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof or that are applicable to the Indebtedness or to Mortgagee's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note, this Mortgage or any other instrument securing the Note.

1.04.4 Insurance.

(a) Mortgagor shall at its sole expense obtain for, deliver to, assign and maintain for the benefit of Mortgagee during the life of this Mortgage, insurance policies in such amounts as Mortgagee may require, insuring the Mortgaged Property against all insurable hazards, casualties and contingencies (including, without limitation, loss of rentals or business interruption and liability insurance

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naming Mortgagor and Mortgagee as named insureds), as Mortgagee may require, and shall pay promptly when due any premiums on such insurance policies and on any renewals thereof. The form of such policies and the companies issuing them shall be acceptable to Mortgagee. All such policies and renewals thereof shall be held by Mortgagee and shall contain a noncontributory standard Mortgagee's endorsement making losses payable to Mortgagee as its interests may appear. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to Mortgagee shall be delivered to Mortgagee within fifteen (15) days after the anniversary or effective date of each policy, Mortgagor shall deliver to Mortgagee receipts evidencing the payment of all premiums on such insurance policies and renewals. In the event of loss, Mortgagor will give immediate written notice to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the Indebtedness, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof in force shall pass to the purchaser or grantee. All such policies shall provide that they shall not be cancelled or terminated without at least thirty (30) days' prior written notice to Mortgagee.

(b) Pursuant to its rights granted hereunder in all proceeds from any insurance policies, Mortgagee is hereby authorized and empowered at its option to adjust or compromise any loss under any insurance policies on the Mortgaged Property and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee alone and not to Mortgagor and Mortgagee jointly. After deducting from such insurance proceeds any expenses incurred by Mortgagee in the collection or handling of such funds, Mortgagee may apply the net proceeds, at its option, either toward restoring the Mortgaged Property or as a credit on any portion of the Indebtedness, whether then matured or to mature in the future, or at the option of Mortgagee such sums either wholly or in part may be paid over to Mortgagor to be used to repair such Improvements or to build new Improvements in their place or for any other purpose or object satisfactory to Mortgagee, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Although Mortgagee intends to use its best efforts to collect such payments in a timely fashion, Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. Notwithstanding the foregoing provisions, Mortgagee agrees that it shall make the net proceeds of insurance available for restoration of the Mortgaged Property or repair of the Improvements, all in accordance with terms, conditions and procedures satisfactory to Mortgagee, provided (i) no Event of Default shall then exist and no state of facts shall then exist which, with notice or the passage of time, or both, would constitute an Event of Default if not cured or corrected, (ii) Mortgagee shall be satisfied that such net proceeds, together with any additional funds made available for such purpose by Mortgagor and deposited with Mortgagee, shall be sufficient to restore the Mortgaged Property or repair the Improvements, as the case may be, in accordance with plans and specifications

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approved by Mortgagee, free and clear of all liens except the lien of this Mortgage and any other liens expressly permitted hereunder, and (iii) no lease of the Mortgaged Property shall have been terminated as a result of such loss or damage, or if any such lease shall have been terminated, Mortgagor shall evidence to Mortgagee replacement leases upon such terms and with tenants satisfactory to Mortgagee.

(c) Mortgagor shall at its sole expense obtain for, deliver to and maintain for the benefit of, Mortgagee during the life of this Mortgage liability insurance policies relating to the Mortgaged Property, in such amounts, with such companies and in such form as may be required by Mortgagee. Mortgagee may require such policies to contain an endorsement, in form satisfactory to Mortgagee, naming Mortgagee as an additional insured thereunder. Mortgagor shall pay promptly when due any premiums on such insurance policies and renewals thereof.

1.05 Further Assurances. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee and where appropriate shall cause to be re-recorded or filed, and from time to time thereafter to be re-recorded and refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments of further assurance, certificates and such other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

1.06 Mechanic's and Other Liens. Mortgagor shall not permit or suffer any mechanic's, laborer's, material-man's, statutory or other lien (other than any lien for taxes not yet due) to be created upon the Mortgaged Property.

1.07 Condemnation. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are included in the Mortgaged Property and Mortgagee, after deducting therefrom all its expenses including attorneys' fees, may release any moneys so received by it to Mortgagor without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the Indebtedness. Any balance of such moneys then remaining shall be paid to Mortgagor. Notwithstanding the foregoing, in the event of condemnation of a part of the Mortgaged Property, Mortgagee, after deducting its expenses as provided above,

shall make any such moneys received by it available for restoration of the Mortgaged Property, or for any other purpose or object requested by Mortgagor and satisfactory to Mortgagee, in accordance with terms, conditions and procedures satisfactory to Mortgagee; provided (i) no Event of Default shall then exist and no state of facts shall then exist which, with notice or the passage of time, or both, would constitute an Event of Default if not cured or corrected, (ii) Mortgagee shall be satisfied that such moneys, together with any additional funds made available for such purpose by Mortgagor and deposited with Mortgagee, shall be sufficient to restore the Mortgaged Property, or for such other purpose, as the case may be, in accordance with plans and specifications approved by Mortgagee, free and clear of all liens except the lien of this Mortgage and any other liens expressly permitted hereunder (iii) Mortgagee shall be satisfied that, after such application and restoration, the remaining Mortgaged Property shall constitute adequate security for the Loan and (iv) no lease of the Mortgaged Property shall have been terminated as a result of such condemnation, or if any such lease shall have been terminated, Mortgagor shall evidence to Mortgagee replacement leases upon such terms and with tenants satisfactory to Mortgagee. Mortgagor agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as Mortgagee may require. Notwithstanding any such condemnation, Mortgagor shall continue to pay interest, computed at the rate provided in the Note, on the entire unpaid principal amount thereof.

1.08 Care of Mortgaged Property

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) Mortgagee may enter upon and inspect the Mortgaged Property at any reasonable time during the life of this Mortgage.

(c) If any part of the Mortgaged Property shall be lost, damaged or destroyed by fire or any other cause, Mortgagor will give immediate written notice thereof to Mortgagee and shall promptly restore the Mortgaged Property to the equivalent of its original condition, whether or not there shall be any insurance proceeds therefor. If a part of the Mortgaged Property shall be lost, physically damaged or destroyed through condemnation, Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to Mortgagee.

(d) No work required to be performed under this paragraph shall be undertaken until plans and specifications therefor, prepared by an architect or engineer satisfactory to Mortgagee, have been submitted to and approved in writing by Mortgagee.

1.09 Security Agreement and Financing Statements.

Mortgagor (as Debtor) hereby grants to Mortgagee (as Creditor and Secured Party) a security interest in all of the

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following to the extent of its interest therein: (a) all building materials, supplies and other property for incorporation into the Improvements, (b) all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever constituting part of the Mortgaged Property, and (c) all of Mortgagor's contract rights in contracts and agreements now or hereafter existing with respect to the Mortgaged Property.

This Mortgage is a self-operative security agreement with respect to the Mortgaged Property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies in addition to those specified hereof of a secured party under the Uniform Commercial Code.

1.10 Assignment of Rents. The assignment contained under the section of this Mortgage entitled "The Mortgaged Property", in paragraph (E) shall be fully operative without any further action on the part of either party and specifically Mortgagee shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all rents, royalties, issues, profits, revenues, income and other benefits from the property described in paragraphs (A), (B) and (C) hereof whether or not Mortgagee takes possession of such property. Mortgagor hereby further grants to Mortgagee the right (a) to enter upon and take possession of the Mortgaged Property, or any part thereof, for the purpose of collecting said rents, royalties, issues, profits, revenues, income and other benefits, (b) to dispose by the usual summary proceedings any tenant defaulting in the payment thereof to Mortgagee, (c) to let the Mortgaged Property or any part thereof, and (d) to apply said rents, royalties, issues, profits, revenues, income and other benefits, after payment of all necessary charges and expenses, on account of the Indebtedness. Such assignment and grant shall continue in effect until the Indebtedness is paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Mortgagee pursuant to such grant, whether or not foreclosure has been instituted. Neither the exercise of any rights under this paragraph by Mortgagee nor the application of any such rents, royalties, issues, profits, revenues, income or other benefits to the Indebtedness, shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

1.11 After-Acquired Property. To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof; provided, however, that, upon request of Mortgagee, Mortgagor shall execute and deliver such instrument or instruments as shall reasonably be requested by Mortgagee to confirm such lien, and Mortgagor hereby appoints Mortgagee Mortgagor's attorney-in-fact to execute all such instruments, which power is coupled with an interest and is irrevocable.

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1.12 Leases Affecting Encumbered Property. Mortgagor represents that the schedule of leases set forth in the Assignment of Leases and Rents executed in connection herewith is true and correct; that all such leases are presently in effect and that no default exists in such leases. As any such lease shall expire or terminate or as any new lease shall be made, Mortgagor shall so notify Mortgagee in order that at all times Mortgagee shall have a current list of all leases affecting the property described in paragraphs (A), (B) and (C) hereof. The assignment contained under the section of this Mortgage entitled "The Mortgaged Property" in paragraph (F) shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property), and Mortgagor shall comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property. Mortgagor, if required by Mortgagee, shall furnish promptly to Mortgagee original or certified copies of all such leases now existing or hereafter created. Mortgagor shall not, without the express prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed enter into any new lease affecting all or any part of the Mortgaged Property or amend, modify, extend, terminate or cancel, accept the surrender of, subordinate, accelerate the payment of rent as to, or change the terms of any renewal option of any such lease now existing or hereafter created, or permit or suffer an assignment or sublease; provided that Mortgagor may, without the prior written consent of Mortgagee, enter into amendments, modifications, terminations and extensions of leases made in the ordinary course of business and which do not affect the rents or other sums payable thereunder. Mortgagor shall not, without the prior written consent of Mortgagee, accept payment of rent more than one (1) month in advance, grant any reduction or abatement of the rent payable under any such lease or grant any rights of cancellation in favor of the tenant under any such lease. All new leases or renewal leases affecting all or any part of the Mortgaged Property shall provide that the tenant thereunder shall pay for increases in operating costs and real estate taxes after the first lease year for such tenant.

With respect to the assignment contained in said paragraph (F), Mortgagor shall, from time to time upon request of Mortgagee, specifically assign to Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all moneys payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement or other document reasonably required by Mortgagee to perfect the foregoing assignment as to any such lease. The provisions of this paragraph 1.12 shall be subject to the provisions of said paragraph (F).

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1.13 Expenses. Mortgagor will pay when due and payable all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorneys' fees, court costs, fees of inspecting architect(s) and engineer(s) and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Mortgagee in connection with: (a) the issuance of its commitment; (b) the preparation and execution of loan documents; (c) the funding of the Loan; (d) in the event an Event of Default occurs, preparation for enforcement of this Mortgage or any of its other loan documents, whether or not suit or other action is actually commenced or undertaken; (e) enforcement of this Mortgage or any of its other loan documents; (f) court or administrative proceedings of any kind to which Mortgagee may be a party, either as plaintiff or defendant, by reason of the Note, the Mortgage or any other instrument securing the Note; (g) preparation for and actions taken in connection with Mortgagee's taking possession of the Mortgaged Property or any part thereof; (h) negotiations with Mortgagor, the Guarantor or any of their respective agents in connection with the existence or cure of any Event of Default; (i) any proposed refinancing by Mortgagee or any other person or entity of the debt secured hereby; (j) the transfer of the Mortgaged Property or any part thereof in lieu of foreclosure; and (k) the approval by Mortgagee of actions taken or proposed to be taken by Mortgagor, the Guarantor or other person or entity which approval is required by the terms of this Mortgage or any other instrument securing the Note. Mortgagor will, upon demand by Mortgagee, reimburse Mortgagee for all such expenses which have been incurred or which shall be incurred by it; and will indemnify and hold harmless Mortgagee from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by them by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property or any part thereof through any cause whatsoever or asserted against them on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Property or with this Mortgage of the Indebtedness.

1.14 Mortgagee's Performance of Defaults. If Mortgagor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition or term in this Mortgage, the Note or in any other instrument securing the Note, Mortgagee may, to preserve its interest in the Mortgaged Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate from the date incurred until paid by Mortgagor, shall be added to the Indebtedness and secured by the lien of this Mortgage to the extent permitted by law. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing

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or observing any such defaulted covenant, condition or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.15 Books and Records. Mortgagor shall keep and maintain at all times complete, true and accurate books of accounts and records reflecting the results of the operation of the Mortgaged Property. Mortgagor shall furnish to Mortgagee: (a) within ninety (90) days after the end of Beneficiary's fiscal year, a statement of income and expenses with respect to the Mortgaged Property, in form reasonably required by Mortgagee, (b) within ninety (90) days after the end of Beneficiary's and each Guarantor's fiscal year, statements of financial condition of Beneficiary and each Guarantor, in form as required by Mortgagee, and (c) within thirty (30) days after the end of such fiscal year, a rent schedule of the Mortgaged Property as of the end of such fiscal year, certified by Beneficiary, showing the name of each tenant and the space occupied, the lease expiration date, the rent and additional rent due and payable, the last date to which rent was paid and whether or not such tenant was then in default under any of the terms of his lease.

Mortgagor shall also furnish such interim financial statements and other information as Mortgagee may require. Mortgagee and its designated agents shall have the right to inspect Mortgagor's books and records with respect to the Mortgaged Property at all reasonable times.

1.16 Estoppel Affidavits. Mortgagor, upon written request from Mortgagee, shall furnish (a) a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Indebtedness, and whether or not any offsets or defenses exist against such principal and interest or other sums, and (b) a lease ratification and estoppel agreement as to any lease affecting the Mortgaged Property, in form and substance satisfactory to Mortgagee, which shall be executed by Mortgagor and by each lessee, stating, if such be the case, that the lease is in full force and effect, that it has not been amended or modified, and that there is no default thereunder, that the lessee has accepted and is in possession and occupancy of the leased premises, paying the full rental called for therein on a current basis, that no rental payments have been made more than one month in advance, that there are no offsets, claims or defenses to the payment of the rent or enforcement of the terms of the lease, that all work required to be performed by the lessor under the lease has been completed, and stating the date of commencement and termination of the original lease term and the terms of any renewals or extensions of the lease term.

1.17 Use of Property. Mortgagor covenants that the Mortgaged Property will be used as an office building with related amenities. If, at any time, the then-existing use or occupancy of any part of the Mortgaged Property shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, Mortgagor will cause or permit such use or occupancy to be discontinued without the prior written consent of Mortgagee.

1.18 Taxes Affecting Mortgagee's Interest. If any state, federal, municipal, or other governmental law,

order, rule or regulation, passed subsequent to the date hereof, in any manner, changes or modifies existing laws governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting taxes so as adversely to affect Mortgagee's security in the Mortgaged Property or any part thereof, the entire balance of the Indebtedness and all interest accrued thereon shall without notice be due and payable forthwith at the option of Mortgagee.

1.19 Business Loan. To induce Mortgagee to disburse the principal amount of the Note, Owner warrants, represents and covenants that the loan evidenced by the Note and secured hereby is a business loan (as such term is used in 111. Rev. Stat. ch. 17, § 6404(1)(c), as amended) to Owner, that Beneficiary is involved in a commercial or investment enterprise which is carried on for the purpose of investment or profit in connection with the Mortgaged Property and that the funds represented by the Note will be used solely to further such commercial or investment enterprise.

ARTICLE TWO

Defaults

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

(a) Failure by Mortgagor to pay (i) any periodic installment of interest or principal which shall become due and payable under the Note; or (ii) the outstanding principal balance on the Note, together with interest accrued thereon, at maturity or upon prepayment of the Note; or (iii) any deposits for taxes and assessments or insurance premiums when due hereunder; or (iv) any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note, when due hereunder or thereunder

(b) Failure by Mortgagor to fully keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage or any other instrument securing the Note or executed in connection therewith, provided, however, that such failure shall not constitute an Event of Default unless it shall not be cured within (i) the earlier of fifteen (15) days after notice thereof shall have been given to Mortgagor or fifteen (15) days after Mortgagor has knowledge of such failure, or (ii) such longer period of time after such notice or knowledge as may reasonably be required in the case of any such failure that is not reasonably susceptible to being cured within such fifteen (15) day period, provided Mortgagor shall have commenced such cure within such fifteen (15) day period and thereafter shall diligently continue its efforts in that regard until such failure shall have been fully cured.

(c) If any material inaccuracy shall exist in any of the financial statements, certificates or in any other information furnished by or to be furnished by Mortgagor or any Guarantor to Mortgagee pursuant to the provisions of this Mortgage or furnished or to be furnished to Mortgagee to induce Mortgagee to make the loan evidenced by the Note.

(d) Breach of any warranty or untruth of any representation of Mortgagor or Guarantor contained in the Note, this Mortgage, any guaranty agreement or any other instrument securing the Note.

(e) If (i) a petition is filed against Owner, Beneficiary or any Guarantor under any bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution or insolvency law, and is not dismissed within thirty (30) days after such filing; or (ii) Owner, Beneficiary or Guarantor (x) files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law, or (y) makes any general assignment for the benefit of creditors or admits in writing its inability, or fails to pay its debts generally as they become due, or consents to the appointment of a receiver, master, custodian, liquidator or trustee of itself, or of all or any part of its property, or (iii) Owner, Beneficiary or any Guarantor, is "insolvent", as hereafter defined; or (iv) any trustee, custodian, receiver, master or liquidator of Mortgagor or of all or any part of the Mortgaged Property or of any or all of the rents or income thereof is appointed by court order and such order remains in effect for more than thirty (30) days, or an order for relief is entered with respect to Mortgagor or Guarantor; or (v) Owner, Beneficiary or Guarantor is adjudicated a bankrupt or insolvent, or any of the property of any of them is sequestered by court order and such order remains in effect for more than thirty (30) days. For purposes of this paragraph, a person or entity shall be deemed to be insolvent if he or it is unable to pay its debts as they become due or if the fair market value of his or its assets do not exceed his or its aggregate liabilities.

(f) If all of the Mortgaged Property shall be taken through condemnation or if the use or value of the Mortgaged Property shall be impaired by condemnation which affects the ability of the Mortgagor to perform hereunder (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the state where the Land is located or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily for a period in excess of thirty (30) days, or permanently.

(g) The entry by any court of last resort of a decision that an undertaking by Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations and encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such taxes, so as to affect adversely this Mortgage or the indebtedness or other sums secured hereby.

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(h) Without notice or period of grace of any kind, the occurrence of a default under any encumbrance affecting all or any portion of the Mortgaged Property, or any other event permitting acceleration of the maturity of any indebtedness secured thereby or any other such default or event with respect to any other indebtedness of Mortgagor to Mortgagee. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any such default or event.

(i) The occurrence of a default under the Other Loan Documents as defined in paragraph 4.02 hereof.

ARTICLE THREE

Remedies

3.01 Acceleration of Maturity. If an Event of Default shall have occurred, Mortgagee may declare without demand or notice the outstanding Indebtedness to be due and payable immediately, and upon such declaration such Indebtedness shall immediately become and be due and payable without demand or notice.

3.02 Foreclosure.

(a) If an Event of Default shall have occurred, regardless of whether Mortgagee has declared the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be immediately due and payable, Mortgagee may, in any combination, foreclose this Mortgage and take such other action as the law allows to enforce this Mortgage, to realize upon the security hereof and to enforce any or all of the other instruments securing the Note. In any such foreclosure proceeding, the Mortgaged Property, or any part thereof, may be sold in one or more parcels, at Mortgagee's option, and without obligation to have the Mortgaged Property marshalled. The proceeds of any such sale shall be applied as follows:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit, and reasonable attorneys' fees;

SECOND, to the payment in full of the Indebtedness in such order as Mortgagee may elect;

THIRD, to discharge junior liens, if the court so directs; and

FOURTH, the remainder, if any, shall be paid to Mortgagor's successors or assigns.

(b) It is agreed that if default be made in the payment of the Indebtedness, the holder of the Indebtedness or any part thereof on which the payment is delinquent shall have the option to proceed with foreclosure in satisfaction of such item either through the courts or by proceeding as if under a full foreclosure, conducting the sale as herein

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provided, and without declaring the entire Indebtedness due; provided that if sale is made because of default of a part of the Indebtedness, such sale may be made subject to the unmatured part of the Indebtedness; and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness but as to such unmatured part of the Indebtedness, this Mortgage shall remain in full force and effect just as though no sale had been made under the provision of this paragraph. It is further agreed that several sales may be made hereunder without exhausting the rights of sale for any unmatured part of the Indebtedness, it being the purpose to provide for a foreclosure and sale of the Mortgaged Property, or any part thereof, for any matured portion of the Indebtedness without exhausting the power to foreclose and to sell the Mortgaged Property, or any part thereof, for any other part of the Indebtedness whether matured at the time or maturing subsequently thereto. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's successors or assigns are occupying the Mortgaged Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy at sufferance, terminable at will on either landlord or tenant, at a reasonable rental based upon the value of the property occupied, such rental to be due to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of said property and premises.

(c) Upon any sale held by Mortgagee or by any receiver or public officer, Mortgagee may bid for and purchase the Mortgaged Property, or any part thereof, and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

(d) Upon any such sale, Mortgagee may, if permitted by law, and after allowing for costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply any portion of or all of the Indebtedness and other sums due to Mortgagee under the Note, this Mortgage or any other instrument securing the Note, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, to the extent of the purchase price.

3.03 Mortgagee's Right To Enter and Take Possession, Operate and Apply Income.

(a) If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession and if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Mortgaged Property, or any part thereof, or have a receiver of the rents, issues and profits thereof appointed, without proof of depreciation in the value of the Mortgaged Property, inadequacy of the value of the Mortgaged Property as security for the debt, or insolvency of Mortgagor; and Mortgagee or the receiver may lease the Mortgaged Property, or any part thereof, in the name of Mortgagor, Mortgagee or the receiver, and may receive the rents, issues and profits and apply the same as hereinafter set forth.

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(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Mortgagee, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

(i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personal and other mortgaged property;

(ii) insure or keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same;

(iv) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine; and Mortgagee may collect and receive all the rents, royalties, issues, profits, revenues, income and other benefits thereof, including those past due as well as those accruing thereafter; and shall apply the moneys so received by Mortgagee in such priority as Mortgagee may determine to (1) the payment of interest, principal and other payments due and payable on the Note, or pursuant to this Mortgage, (2) the deposits for taxes and assessments and insurance premiums due, (3) the cost of insurance, taxes, assessments and other expenses of operating, maintaining, repairing and improving the Mortgaged Property, including, without limitation, renting commissions and rental collection commissions paid to an agent of Mortgagee or of the receiver; (4) the compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, and (5) amounts advanced for any purpose recognized under this subparagraph (c).

(d) All costs, expenses, and liabilities of every character incurred by Mortgagor in managing, operating and maintaining the Mortgaged Property, not paid out of rent as provided above, shall constitute advances and be demand obligations of Mortgagor, shall bear interest at the Default Rate and shall constitute a portion of the Indebtedness and be secured hereby to the extent permitted by law. While in possession of the Mortgaged Property, Mortgagee or the receiver shall be liable to account only for rents, royalties, issues, profits, revenues, income and benefits actually received.

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(e) Mortgagee may remain in possession of the Mortgaged Property, in the event of foreclosure, until the foreclosure sale and thereafter during the entire period of redemption, if a deficiency exists. Mortgagee shall incur no liability for, nor shall Mortgagor assert any claim or set off as a result of, any action taken while Mortgagor is in possession of the Mortgaged Property, except only for Mortgagee's own gross negligence. In the event no foreclosure proceedings are commenced, Mortgagee may remain in possession as long as there exists an Event of Default.

3.04 Receiver. Upon the occurrence of an Event of Default, either before or after the foreclosure sale, a receiver of the Mortgaged Property, or any part thereof, may be appointed by the court without notice, without regard to the solvency or insolvency of Mortgagor, without regard to the then value of the Mortgaged Property, and without regard to whether they are then occupied as a homestead. The receiver shall have the power to collect the rents and income of the Mortgaged Property during the pendency of the foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not. The receiver shall have all other powers for the protection, possession, management and operation of the Mortgaged Property which an absolute owner would have, but the net rents in the hands of the receiver shall be applied on the debt hereby secured or to such expenses of the receivership or foreclosure suit as the court may direct. Mortgagor does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor by Mortgagee, provided, however, that the appointment of any receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Mortgagee to receive payment of the rents and income pursuant to this Mortgage.

3.05 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws; Marshalling. Mortgagor agrees to the full extent permitted by law that after an Event of Default neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, notice of election to mature or declare due the whole of the Indebtedness, extension, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure hereof and agrees that any court having jurisdiction to foreclose this Mortgage may sell the Mortgaged Property in part or as an entirety. If any law now in force or which Mortgagor, its successors and assigns, might take advantage despite this paragraph shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph. Without limiting the generality of the foregoing, Mortgagor hereby waives all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of the trust estate and each and every person except decree

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and judgment creditors of Mortgagor, who may hereafter acquire any interest in or title to the Mortgaged Property.

3.06 Leases. Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property. Unless otherwise agreed by Mortgagee in writing, all leases and tenancies of the Mortgaged Property executed subsequent to the date hereof, or any part thereof, shall be subordinate and inferior to the lien of this Mortgage, except that from time to time Mortgagee may execute and record among the Land Records of the jurisdiction where this Mortgage is recorded, subordination statements with respect to such of said leases as Mortgagee may designate, whereby the leases so designated by Mortgagee will be made superior to the lien of this Mortgage. From and after recordation of such subordination statements, the leases therein referred to shall be superior to the lien of this Mortgage and shall not be affected by any foreclosure hereof. All such leases and tenancies shall contain a provision to the effect that the tenant recognizes the right of Mortgagee to effect such subordination of this Mortgage and consents thereto.

3.07 Suits to Protect the Property. Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as mortgagee may deem advisable (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve and protect its interest in the Mortgaged Property, (c) to foreclose this Mortgage, and (d) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

3.08 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceedings affecting Mortgagor or any Guarantor, its creditors or its property, Mortgagee to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceedings for the entire Indebtedness, at the date of the institution of such case or proceedings, and for any additional amounts which may become due and payable by Mortgagor after such date.

3.09 Application of Moneys by Mortgagee.

(a) If default shall be made in the payment of any amount due under the Note, this Mortgage or any other instrument securing the Note, then, upon Mortgagee's demand, Mortgagor will pay to Mortgagee the whole amount due and payable under the Note and all other sums secured hereby; and if Mortgagor shall fail to pay the same forthwith upon such demand, Mortgagee shall be entitled, unless precluded

under the Note from seeking a deficiency judgment against Mortgagor, to sue for and to recover judgment against Mortgagor for the whole amount so due and unpaid together with costs and expenses, including, without limitation, the reasonable compensation, expenses and disbursements of Mortgagee's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, and the right of Mortgagee to recover such judgment shall not be affected by any taking possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Mortgagee shall, unless precluded under the Note from seeking a deficiency judgment against Mortgagor, be entitled to enforce payment from Mortgagor of all amounts then remaining due and unpaid and to recover judgment against Mortgagor for any portion thereof remaining unpaid, with interest.

(c) Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any such judgment by Mortgagee and no attachment or levy of any execution upon any of the Mortgaged Property or any other property shall in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies shall continue unimpaired as before.

(d) Any moneys collected or received by Mortgagee under this paragraph 3.09 shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, and the balance remaining shall be applied to the payment of amounts due and unpaid under the Note, this Mortgage and all other instruments securing the Note.

(e) The provisions of this paragraph 3.09 shall not be deemed to limit or otherwise modify the provisions of any guaranty of the Indebtedness.

3.10 Delay or Omission No Waiver. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

3.11 No Waiver of One Default To Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any of the Indebtedness; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other instrument securing the Note; (d) releases any part of the Mortgaged Property

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from the lien of this Mortgage or any other instrument securing the Note; (e) consents to the filing of any map, plat or replat of the Land; (f) consents to the granting of any easement on the Land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under this Mortgage or otherwise of Mortgagor, or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signer, endorser, surety or guarantor. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage be altered thereby.

3.12 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, or now or hereafter existing at law, in equity or by statute.

3.13 Interest After Event of Default; Default Rate. If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and this Mortgage shall, at Mortgagee's option, bear interest at the Default Rate set forth in the Note. In such event, any deferred interest provision, as contained in the Note, shall be inoperative, and interest at the Default Rate shall be currently payable.

3.14 Discontinuance of Proceedings; Position of Parties Restored. If the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred or had been taken.

3.15 Limitations on Actions by Mortgagee. Notwithstanding any provisions of this Mortgage to the contrary, Mortgagee shall not be entitled to accelerate the maturity of the principal balance of the Note or declare the outstanding Indebtedness to be due or to exercise any other of its remedies provided in this Mortgage, the Note or any other instrument securing the Note or executed in connection therewith, solely on the basis of an Event of Default of a nature described in paragraph 2.01(a), unless Mortgagee has given written notice to Mortgagor of such Event of Default and Mortgagor has failed to cure such Event of Default within five (5) days after the delivery of such Notice. The preceding sentence shall in no way impair or prevent Mortgagee from assessing a "late charge" as provided for in the Note or accruing interest on all sums outstanding and unpaid under the Note and this Mortgage at the Default Rate.

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ARTICLE FOUR

Restrictions on Transfer and Letters of Credit

4.01 Transfer or Further Encumbrance of Mortgaged Property. In the event of any sale, conveyance, transfer, pledge or further encumbrance of any of the following: (a) the Mortgaged Property or of any interest in or any part of the Mortgaged Property, (b) any interest in Mortgagor or any successor of Mortgagor or of any interest in Beneficiary as affecting the Mortgaged Property, or any further assignment of the beneficial interest in the trust created under the Trust Agreement, (c) any further assignment of rents from the Mortgaged Property or any part thereof, or any lease of all or substantially all of the Mortgaged Property or any individual parcel constituting part of the Mortgaged Property, or the buildings and improvements thereon, without the prior written consent of Mortgagee, then, at Mortgagee's option, Mortgagee may declare the outstanding principal amount of the Note, any interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice; provided that the foregoing provision of this Section 4.01 shall not apply to any transfers of the Mortgaged Property or beneficial interest in the Mortgagor, as the case may be, by or on behalf of the owner thereof who is deceased to such owner's heirs, legatees, devisees, executors and/or estate. Mortgagee's consent shall be within its sole and absolute discretion, and Mortgagee specifically reserves the right to condition its consent upon (by way of illustration but not by way of limitation) its approval of the financial and/or management ability of the purchaser, transferee, lessee, pledgee or assignee, upon an agreement to escalate the interest rate of the Note to Mortgagee's then current interest rate for similarly situated properties, upon the assumption of the obligations and liabilities of the Note and this Mortgage by the purchaser, transferee, lessee, pledgee or assignee, upon the receipt of guarantees of the Indebtedness satisfactory to Mortgagee and upon payment to Mortgagee of a reasonable assumption fee. Any purchaser, transferee, lessee, pledgee or assignee shall be deemed to have assumed and agreed to pay the Indebtedness and to have assumed and agreed to be bound by the terms and conditions of this Mortgage (including, without limitation, the terms of this paragraph) unless Mortgagee specifically agrees in writing to the contrary. Mortgagor agrees that, in the event ownership of the Mortgaged Property or any part thereof, or of the beneficial interest in the trust created under the Trust Agreement, becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage and the Note and all obligations hereby secured without in any way vitiating or discharging the Mortgagor's liability hereunder or under the Note and other obligations hereby secured. No transfer or encumbrance of the Mortgaged Property or any interest therein and no forbearance or assumption by any person with respect to this Mortgage and no extension to any person of the time for payment of the Indebtedness shall operate to release, discharge, modify, change or affect the liability of Mortgagor or the Guarantor, either in whole or in part, unless Mortgagee specifically agrees in writing to the contrary.

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4.02 Other Loan. Concurrent with the initial disbursement of the loan evidenced by the Note, Beneficiary is obtaining an additional loan (the "Other Loan") from Mortgagee in the principal amount of \$1,800,000 as evidenced by the Other Note. The Other Note is secured by (i) a mortgage lien (the "Other Mortgage") encumbering certain property commonly known as 4700 West 95th Street, Oak Lawn, Cook County, Illinois and legally described as Exhibit D attached hereto and made a part hereof, and (ii) such other instruments as described in the Other Note and the Other Mortgage; all of which, including the Other Note and the Other Mortgage, are hereinafter referred to collectively as the "Other Loan Documents". To induce Mortgagee to make the Loan secured hereby and the Other Loan, Mortgagor, Beneficiary and Guarantor acknowledge and agree that (i) so long as the Other Loan shall remain unpaid, the Other Loan Documents shall constitute additional security for the payment of the Indebtedness, (ii) this Mortgage shall constitute additional security for the payment of the indebtedness evidenced by the Other Note, and (iii) a default or Event of Default under the Other Loan Documents shall constitute an Event of Default hereunder without notice or grace of any kind.

ARTICLE FIVE

Miscellaneous Provisions

5.01 Heirs, Successors and Assigns Included in Parties. Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

5.02 Addresses for Notices, etc.

(a) Any notice, report, demand or other instrument authorized or required to be given or furnished under this Mortgage to Mortgagor or Mortgagee shall be deemed given or furnished (i) when addressed to the party intended to receive the same, at the address of such party set forth below, and delivered at such address or (ii) three (3) days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, whether or not the same is actually received by such party:

Mortgagee: Security Capital Credit Corporation
500 Winding Brook Drive
Glastonbury, Connecticut 06033
Attention: Thomas G. Taylor

Copy To: Hebb & Gitlin
A Professional Corporation
One State Street
Hartford, Connecticut 06103
Attention: John J. Gillies, Jr.,
Esq.

Mortgagor: 135 South LaSalle Street
Chicago, Illinois 60690

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Copy to: Jacob Bloom
35 East Wacker Drive
Chicago, Illinois 60601

(b) Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

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

5.04 Provisions Subject To Applicable Laws; Invalid Provisions To Affect No Others. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable. In the event that any of the covenants, agreements, terms or provisions contained in the Note, or in this Mortgage or in any other instrument securing the Note shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

5.05 Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by an action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance. The modification hereof or of the Note or any other instrument securing the Note or the release of any part of the Mortgaged Property from the lien hereof shall not impair the priority of the lien hereof.

5.06 Governing Law. This Mortgage is made by Mortgagor and accepted by Mortgagee in the State of Illinois under the laws of such State and shall be construed, interpreted, enforced and governed by and in accordance with the laws of such State.

5.07 Management. Mortgagor covenants that at all times prior to the payment in full of the Indebtedness evidenced by the Note and other sums secured hereby, the Mortgaged Property shall be managed by a management company which shall have been approved in writing by Mortgagee and pursuant to a management agreement which shall have been approved in writing by Mortgagee prior to the execution thereof. Any such management agreement shall be terminable at Mortgagee's option upon an Event of Default hereunder.

5.08 Required Notices. Mortgagee shall notify Mortgagor promptly of the occurrence of any of the following: (i) receipt of notice from any governmental authority

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relating to the Mortgaged Property; (ii) receipt of any notice from any tenant leasing all or any portion of the Mortgaged Property alleging the existence of a default by the landlord under such lease or threatening to withhold or offset against rent; (iii) receipt of any notice from the holder of any other lien or security interest in the Mortgaged Property; or (iv) commencement of any judicial or administrative proceedings by or against or otherwise affecting Beneficiary, Guarantor, the Mortgaged Property or any entity controlled by or under common control with Beneficiary or Guarantor, or any other action by any creditor as a result of any default under the terms of any loan.

5.09 Exculpatory Clause. This Mortgage is executed by LASALLE NATIONAL BANK, a national banking association, not individually but as trustee under a Trust Agreement dated April 5, 1977, and known as Trust No. 10-32324, in the exercise of the authority conferred upon it as such trustee. It is agreed that nothing contained in this Mortgage or the Note shall be construed as creating any liability on LaSalle National Bank in its individual capacity to pay the Note or any interest that may accrue thereon or any fee or charge that may become payable under this Mortgage or the Note, all such liability, if any, being hereby waived by Mortgagee and by every person hereafter claiming any right or security hereunder. This section 5.09 shall not affect the liability of any person or entity other than the Owner as such trustee.

IN WITNESS WHEREOF, LASALLE NATIONAL BANK, as Trustee as aforesaid, acting herein by ASST. VICE PRES., its ASST. SECRETARY, hereunto duly authorized, has executed this Mortgage as of the day and year first above written.

LASALLE NATIONAL BANK, not individually, but as Trustee as aforesaid

By: [Signature]
Its ASST. VICE PRESIDENT.

ATTEST:

Its [Signature]
[CORPORATE SEAL]
ASSISTANT SECRETARY.

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TRUSTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Evelyn F. Moore, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT James A. Clark and Rita Slimm Welter, respectively, ASSISTANT VICE PRESIDENT (title) and ASSISTANT SECRETARY (title) of _____, a corporation of Illinois, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY (title) acknowledged that [s]he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as higher own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 10th day of Dec 1985.

Evelyn F. Moore
Notary Public

[SEAL]

My Commission Expires: My Commission Expires August 9, 1989

COOK County Clerk's Office

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SECURED PROMISSORY NOTE

\$700,000.00

Chicago, Illinois
December ____, 1985

FOR VALUE RECEIVED, the undersigned LASALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated April 5, 1977, (the "Trust Agreement"), and known as Trust No. 10-32324, having an office at 135 South LaSalle Street, Chicago, Illinois 60690, ("Borrower"), promises to pay to the order of SECURITY CAPITAL CREDIT CORPORATION, a Delaware corporation ("Holder"), by bank wire as described below or by such other method or at such other place as may be designated in writing by Holder, the principal sum of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) in lawful money of the United States of America, or so much thereof as shall be advanced by Holder, and remain unpaid, together with the all costs herein provided, all amounts which may be or become due under any of the Security Documents (as hereinafter defined) and interest on the principal balance hereof from the date hereof until said amounts shall have been paid in full at the Interest Rate (as hereinafter defined) or, upon the occurrence of an Event of Default (as hereinafter defined), at the Default Rate (as hereinafter defined).

1. The "Interest Rate" shall be as follows:

(a) Until the Maturity Date, a fluctuating rate per annum equal to the greater of THIRTEEN AND ONE-HALF PERCENT (13.5%) per annum or three percentage points (3%) over the Base Rate (as hereinafter defined). The Interest Rate until the Maturity Date shall fluctuate monthly with the Interest Rate for each month being based upon the Base Rate in effect at the close of business on the last day of the immediately preceding month.

(b) During the Extension Period, if the Maturity Date shall have been extended in accordance with this Note, a rate per annum equal to THREE PERCENTAGE POINTS (3%) over the Weekly Yield Percentage (as hereinafter defined) for United States Treasury fixed interest securities adjusted to a constant maturity of five (5) years, with the Interest Rate being based on the most recently published Weekly Yield Percentage as of the date immediately preceding the commencement of the Extension Period.

2. (a) The "Base Rate" shall be the higher of (i) the highest rate announced from time to time as the prime rate, prime commercial rate, base rate, corporate base rate, or other similar designation by Citibank, N.A., for prime commercial loans to large business borrowers, as opposed to any so-called "small business" rate, or (ii) the most recent ninety (90) day commercial paper dealer rate, as published from time to time in the Wall Street Journal, "Federal Reserve Report", or otherwise by the Federal Reserve Board.

(b) The "Weekly Yield Percentage" shall be the yield per annum on United States Treasury securities

at constant maturities reported weekly and constructed by the United States Treasury Department, based on actively traded marketable United States Treasury securities, as published by the Board of Governors on the Federal Reserve System in Federal Reserve Statistical Release (H.15) or otherwise by the Federal Reserve.

(c) If, at any time when the Interest Rate is determined by reference to the Base Rate or Weekly Yield Percentage as provided above, the foregoing techniques for determining the Base Rate or Weekly Yield Percentage, as the case may be, are no longer available or in use, then, unless Holder and Borrower agree upon a new interest rate within thirty (30) days from the date the last Interest Rate was fixed, the outstanding principal balance, all accrued interest (including interest for such 30-day period at the Interest Rate in effect prior to such anniversary) and all other sums payable hereunder shall be immediately due and payable in full.

(d) It is expressly agreed that the use of the terms "prime rate", "prime commercial rate", "base rate", "corporate base rate" or other similar designation is not intended to nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by said financial institution to its most creditworthy customers.

3. (a) Interest shall be calculated on the daily unpaid principal balance of this Note based on the actual number of days elapsed during the period for which interest is being charged, over a year of 360 days. Interest shall be payable monthly in arrears commencing on the first day of the month immediately following the date of this Note, and continuing on the first day of each calendar month thereafter until prepayment or maturity, by acceleration or otherwise; provided, however, that if this Note is dated after the fifteenth (15th) day of a month, the interest that would accrue through the end of such month shall be payable in advance on the date of this Note, and, in that event, the monthly installments of interest referred to above shall commence on the first day of the second month following the date of this Note.

(b) If the Maturity Date of this Note have been extended as permitted under this Note, Borrower shall pay to Holder equal monthly payments of principal and interest at the then applicable Interest Rate in an amount sufficient to fully amortize the principal balance of this Note during the Extension Period.

(c) All payments due on a Saturday, Sunday or Holiday shall be deemed to be payable on the next business day of the banks which transmit and receive the payments as set forth herein.

4. (a) Notwithstanding the provisions of paragraph 3(a) above, Borrower shall, prior to the Maturity Date but not during the Extension Period, actually pay to Holder with respect to any month the minimum payment amount of \$10,659.20 (the "Cash Payment Rate") which represents principal and interest that would have been payable had interest been calculated on the principal

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balance of this Note for such month at the rate of THIRTEEN AND ONE-HALF PERCENT (13.5%) per annum, and in such event, the difference between (i) interest which has actually accrued on the principal balance of this Note for such month at the Interest Rate, and (ii) interest which has actually been paid by Borrower for such month pursuant to this subparagraph, shall be added to the principal amount of this Note as of the date such amount would have been payable in the absence of this subparagraph, and shall accrue interest from such date at the Interest Rate or, upon the occurrence of an Event of Default, at the Default Rate; provided, however, that Borrower shall not have the option to defer payment of any accrued interest for any month as provided above (x) if any Event of Default (as hereinafter defined) shall then exist, or (y) if, after giving effect to the proposed deferral, the Deferred Amount (as hereinafter defined) then outstanding would equal or exceed ten percent (10%) of the aggregate amount disbursed by Holder under this Note to such date. The aggregate amount of all interest from time to time added to principal pursuant to this subparagraph (the "Deferred Amount"), unless sooner paid, shall be paid as provided below.

(b) Any portion of the Deferred Amount which shall not have been paid through a voluntary prepayment of such Deferred Amount shall be payable on the first to occur of (i) prepayment of this Note, (ii) acceleration of maturity of this Note, or (iii) the Maturity Date (as hereinafter defined), or, if the maturity of this Note shall have been extended as hereinafter provided, the applicable Extended Maturity Date (as hereinafter defined).

(c) All references in this Note to the principal balance of this Note shall include, without limitation, any Deferred Amount which shall have been added to the principal balance of this Note as provided above.

5. The outstanding principal balance of this Note and all accrued and unpaid interest and other charges hereunder shall be payable in full on December 1, 1990 (the "Maturity Date"); provided, however, that, if the maturity of this Note shall have been extended as hereinafter provided, all such sums, unless sooner paid in accordance with this Note, shall be due and payable on the Extended Maturity Date (as hereinafter defined). If the maturity of this Note shall have been extended for the maximum period of time permitted under this Note, all such sums, unless sooner paid in accordance with this Note, shall be due and payable on December 1, 1995.

6. Borrower reserves the right to extend the maturity of this Note for one (1) successive period of sixty (60) calendar months (such period being referred to herein as the "Extension Period" and the last day of the Extension Period being referred to herein as the "Extended Maturity Date"), upon the following conditions (which shall be applicable to each Extension Period):

(i) Borrower shall have given Holder written notice not less than sixty (60) days prior to the Maturity Date of Borrower's intention to extend the maturity of this Note;

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(ii) Both as of the date notice is given pursuant to subparagraph (i) and as of the Maturity Date, no Event of Default shall exist and no state of facts shall exist which, with notice or the passage of time or both, would constitute an Event of Default if not cured or corrected;

(iii) Borrower shall have executed and delivered to Holder such agreements and performed such acts as Holder shall in its sole discretion request to reflect the extension and the continuation of the Mortgage as a first and paramount lien upon the Property (as hereinafter defined), including without limitation, delivery of such endorsements to Holder's title insurance policy as Holder may request in connection therewith;

(iv) Borrower shall pay all fees, costs and expenses in connection with such extension, including, without limitation, fees of Holder's counsel, the cost of all title insurance policy endorsements required by Holder and all recording fees;

(v) As of the Maturity Date, the outstanding principal balance hereof including any Deferred Amounts shall be less than or equal to \$463,245.00.

7. All payments made hereunder and all payments required under the Security Documents shall be made by bank wire transfer of federal funds to Bank of New York, New York, New York 10019, for account of Security Capital Credit Corporation, Account No. 74-7209 (Attention: Ken Johnson, Park Avenue Branch of Bank of New York; telephone advice to Richard Apell at (203) 659-4051, or at such other place and in such other manner as may be designated in writing from time to time by Holder.

8. This Note and all amounts due hereunder are secured by a Mortgage and Security Agreement (the "Mortgage") of even date herewith made by Borrower to Holder, encumbering certain real and personal property (collectively, the "Property") located in Forest Park, Cook County, Illinois, and described in the Mortgage, by an Assignment and Security Agreement (the "Assignment") of even date herewith made to Holder by the holders of all of the beneficial interest in Borrower, and by any and all other instruments, now or hereafter executed by or on behalf of Borrower or others in favor of Holder, which in any manner constitute additional security for the indebtedness evidenced by this Note (all of which, including the Mortgage and the Assignment, are hereinafter referred to collectively as the "Security Documents").

9. Concurrent with the initial disbursement of proceeds of the loan evidenced hereby, the Beneficiary of Borrower is obtaining an additional loan (the "Other Loan") from Holder in the principal amount of up to \$1,800,000 as evidenced by a Secured Promissory Note (the "Other Note") bearing even date herewith. The Other Note is secured by a first mortgage lien (the "Other Mortgage") encumbering certain property commonly known as 4700 West 95th Street, Oak Lawn, Cook County, Illinois and such other instruments as described in the Other Note and the Other Mortgage (all of which, including the Other Note and the Other Mortgage,

are hereinafter referred to collectively as the "Other Loan Documents"). To induce Holder to make the loan evidenced by this Note, and the Other Loan, Borrower agrees that (i) so long as the Other Loan shall remain unpaid, the Other Loan Documents are additional security for the payment of the indebtedness evidenced hereby, (ii) Borrower will duly and punctually comply with all of the terms and conditions of the Other Loan Documents, and (iii) a default or Event of Default under the Other Loan Documents shall constitute an Event of Default hereunder without notice or grace of any kind.

10. (a) Except as hereinafter provided, Borrower shall not have the right to prepay the indebtedness evidenced by this Note, in whole or in part.

(b) Borrower may prepay the then outstanding principal balance of this Note, in whole but not in part, together with all interest and other charges accrued hereunder and under the Security Documents to the date prepayment is received by Holder, subject, in the case of any such prepayment, to the concurrent payment to Holder of a prepayment premium equal to (w) ten percent (10%) of the then outstanding principal balance of this Note if prepayment occurs on or before the first anniversary of the date of this Note, (x) two percent (2%) of the then outstanding principal balance of this Note if prepayment occurs subsequent to the first anniversary of the date of this Note, but on or before the second anniversary of the date of this Note, (y) one percent (1%) of the then outstanding principal balance of this Note if prepayment occurs at any time thereafter on or before the Maturity Date, or (z) if prepayment occurs at any time during the Extension Period an amount determined by multiplying (i) the positive difference obtained by subtracting the Weekly Yield Percentage for United States Treasury fixed interest securities adjusted to a constant maturity of five years, determined as of the most recently published Weekly Yield Percentage immediately preceding the date of prepayment, from 13.5%; (ii) the number of years remaining during the Extension Period; and (iii) the outstanding principal balance of this Note.

(c) As a condition precedent to any prepayment permitted hereunder, Holder shall have received written notice from Borrower of its election to prepay this Note and other amounts as aforesaid at least ninety (90) days prior to the anniversary date when prepayment is to occur and any prepaid amounts specified in said notice shall, upon the giving of said notice, become due and payable at the time provided in said notice.

(d) Borrower acknowledges that the loan which is the subject of this Note has been funded and may continue to be funded on a so-called "matched funds" basis, and that, accordingly, any prepayment of this Note, in whole or in part, whether voluntary or involuntary, except for any prepayment specifically permitted above, would cause Holder to incur damages the amount of which would be impractical or extremely difficult to ascertain (which, among other things, would include loss of profits, liabilities and expenses incurred by reason

of the liquidation or reemployment of funds obtained to fund such loan.) If an Event of Default hereunder shall occur and the maturity hereof shall be accelerated, then a tender of payment by Borrower or by anyone on behalf of Borrower of the amount necessary to satisfy all sums due hereunder, made at any time prior to the sale or other conveyance of the Property pursuant to the provisions of the Security Documents, shall constitute an evasion of the payment terms hereof and shall be deemed to be a voluntary prepayment hereunder, and any such payment, to the extent permitted by law, shall require the concurrent payment of the aforesaid prepayment premium as and for liquidated damages as a result of such evasion.

11. It is agreed that time is and shall be of the essence in the performance of all obligations hereunder and under the Security Documents. It shall be an Event of Default hereunder if Borrower shall fail to make any payment when such payment is due, if any "Event of Default" shall occur under any of the Security Documents or if any "Event of Default" shall occur under any of the Other Loan Documents. If an Event of Default shall occur, then, or at any time thereafter, the entire principal balance of this Note, irrespective of the Maturity Date or the Extended Maturity Date specified herein, together with the then accrued and unpaid interest thereon and other charges hereunder, and, to the extent permitted by law, any prepayment premium provided hereunder, at the election of Holder, and without notice of such election, shall become due and payable immediately. Notwithstanding the foregoing, Holder shall not be entitled to accelerate the maturity of the principal balance of this Note or declare any other sums owing hereunder to be immediately due and payable, or exercise any other of its remedies provided in this Note or the Security Documents solely on the basis of an Event of Default premised upon non-payment of any sums due hereunder or due or required to be paid under the Security Documents, unless Holder has given written notice to Borrower of such Event of Default and Borrower has failed to cure such Event of Default within five (5) days after the delivery of such notice. The preceding sentence shall in no way impair or prevent Holder from assessing the late charge described in paragraph 11 below or from accruing interest on the outstanding principal balance of this Note and other sums outstanding and unpaid under the Security Documents at the "Default Rate" (as defined herein).

12. Upon the occurrence of any Event of Default hereunder, or upon maturity hereof (by acceleration or otherwise), the entire outstanding principal balance of this Note, at the option of Holder, shall bear interest, from the date of occurrence of such Event of Default and after judgment and until payment, at the "Default Rate," being the lower of (i) the highest rate permitted by the Interest Law (as hereinafter defined), or (ii) three percent (3%) in excess of the Interest Rate. If any payment under this Note is not paid when such payment is due, Borrower shall pay to Holder a late charge equal to five percent (5%) of such payment, to cover the additional expenses involved in handling such overdue payment. Such late charge shall be in addition to, and not in lieu of, any other remedy Holder may have and is in addition to any fees and charges of any agents or attorneys which Holder is entitled to employ upon

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the occurrence of an Event of Default, whether authorized herein or by law. The aforesaid excess interest and late charge, when and if applicable, shall be due and payable immediately without notice or demand.

13. If this Note is now, or hereafter shall be, signed by more than one party or person, it shall be the joint and several obligation of all such parties or persons (including, without limitation, all makers, endorsers, guarantors and sureties, if any), and shall be binding on all such parties or persons and their heirs, successors and assigns. Borrower and all makers, endorsers, guarantors and sureties hereof agree jointly and severally that if, and as often as, this Note is placed in the hands of any attorneys for collection or to defend or enforce any of Holder's rights hereunder, Borrower shall pay to Holder on demand its reasonable attorneys' fees, together with all court costs and other reasonable expenses incurred by Holder in connection with such actions.

14. Borrower and all makers, endorsers, guarantors and sureties hereof, if any, and all other persons, if any, liable or who shall become liable on this Note, jointly and severally waive demand, presentment, protest, notice of protest, notice of dishonor, diligence in collection, the benefit of any exemption under any homestead exemption laws, if applicable, and any and all other notices and matters of a like nature. Borrower and all makers, endorsers, guarantors and sureties, if any, and all other persons liable or who shall become liable on this Note, consent to (i) any renewal, extension or modification (whether one or more) of the terms of this Note or the Security Documents, including the terms or time of payment under this Note, (ii) the release or surrender, exchange or substitution of all or any part of the security, whether real or personal or direct or indirect, for the payment hereof, (iii) the granting of any other indulgences to Borrower, and (iv) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Borrower and any such makers, endorsers, guarantors, sureties or other persons, and without affecting the liability of said parties hereunder.

15. This Note and the Security Documents are to be construed as one contract and each hereby referred to, incorporated in and made a part of the other. This Note is being executed and delivered and is intended to be performed in the State of Illinois and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois. The proceeds of this Note shall be used for business purposes within the meaning of Illinois Revised Statutes ch. 17, § 6404(1)(c).

16. This Note may not be modified or terminated orally but only by agreement or discharge in writing and signed by Holder. Any forbearance of Holder in exercising any right or remedy hereunder or under the Security Documents, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Holder of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of Holder's right to either require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.

17. Whenever Holder is referred to in this Note, such reference shall be deemed to include the successors and assigns of Holder, including, without limitation, any subsequent assignee or holder of this Note, and all covenants, provisions and agreements by or on behalf of Borrower and any makers, endorsers, guarantors and sureties hereof, and any other persons, which are contained herein shall inure to the benefit of the successors and assigns of Holder.

18. It is the intention of Borrower and Holder to conform strictly to the Interest Law (as hereinafter defined). Accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest, and any other charges or consideration constituting interest under the Interest Law, that is taken, reserved, contracted for, charged or received under this Note or under any of the other aforesaid documents or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law. If any excess of interest in such respect is provided for in this Note, or in any of the Security Documents, then in such event (i) the provisions of this paragraph shall govern and control, (ii) neither Borrower nor Borrower's heirs, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law, (iii) any excess shall be deemed a mistake and cancelled automatically and, if theretofore paid, shall be credited on this Note by Holder (or if this Note shall have been paid in full, refunded to Borrower), and (iv) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as hereinafter defined). To the extent permitted by the Interest Law, all sums paid or agreed to be paid to Holder for the use, forbearance or detention of the indebtedness evidenced hereby shall be amortized, prorated, allocated and spread throughout the full term of this Note. For purposes of this Note, "Interest Law" shall mean any present or future law of the State of Illinois, the United States of America or any other jurisdiction, which has application to the interest and other charges under this Note, or any of the Security Documents and to the classification of Borrower under such law. The "Maximum Legal Rate of Interest" shall mean the maximum rate of interest that Holder may from time to time legally charge Borrower by agreement and in regard to which Borrower would be prevented successfully from raising the claim or defense of usury under the Interest Law as now or hereafter construed by courts of appropriate jurisdiction.

19. In the event that any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Note shall operate, or would prospectively operate, to invalidate this Note, then, and in any such event, such provision or provisions only shall be deemed to be null and void and of no force or effect and shall not affect any other provision of this Note, and the remaining provisions of this Note shall remain operative and in full force and effect, shall be valid, legal and enforceable, and shall in no way be affected, prejudiced or disturbed thereby.

20. Any reference in this Note to any gender shall include any other gender, and the use of the singular shall include the plural and vice versa, unless the context requires otherwise.

21. To the extent permitted by the laws of the State of Illinois, Borrower hereby waives all errors and imperfections in any proceedings which may be instituted by Holder pursuant to this Note or any of the Security Documents, and all benefits of any present or future law, regulation or judicial decision which:

(i) exempts any collateral given as security for this Note from attachment, levy or sale under execution;

(ii) provides for any stay of execution, marshaling of assets, exemption from civil process, redemption, extension of time for payment or valuation or appraisal of any collateral given as security for this Note or

(iii) conflicts with any covenant, term or provision of this Note or any of the Security Documents.

22. This Note is executed by the undersigned not personally but solely as Trustee under the terms of the Trust Agreement; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by LASALLE NATIONAL BANK as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under the Trust Agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against LASALLE NATIONAL BANK on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder thereof.

LASALLE NATIONAL BANK, not personally, but as Trustee as aforesaid

By: _____

ATTEST:

BY: _____

[CORPORATE SEAL]

85325428

LEGAL DESCRIPTION

THAT PART OF THE WEST 298.1 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY CONVEYED TO THE CHICAGO AND WISCONSIN RAILROAD COMPANY, BY WARRANTY DEED DATED OCTOBER 31, 1885 AND RECORDED OCTOBER 31, 1885, IN BOOK 1708, PAGE 157 AS DOCUMENT 665804 (EXCEPT THE WEST 33 FEET THEREOF DEDICATED FOR STREET BY PLAT FILED FEBRUARY 16, 1891 IN BOOK 46 OF PLATS, PAGE 26 AS DOCUMENT 1419420, AND EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR HARRISON STREET AND EXCEPT THAT PART OF THE EAST 2.97 FEET OF THE WEST 298.1 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING IN THE EAST LINE OF THE WEST 298.1 FEET AFORESAID 406.97 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST 1/4 (AS MEASURED ON THE EAST LINE OF THE SAID WEST 298.1 FEET) AND EXTENDING NORTHWESTERLY TO A POINT IN THE WEST LINE OF THE EAST 2.97 FEET AFORESAID 407.30 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST 1/4 (AS MEASURED ON THE WEST LINE OF SAID EAST 2.97 FEET) EXCEPT HIGHWAYS, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS: 15 13 226 001

15 13 226 008

85325428

EXHIBIT 'A'

LEGAL DESCRIPTION

THAT PART OF THE WEST 298.1 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY CONVEYED TO THE CHICAGO AND WISCONSIN RAILROAD COMPANY, BY WARRANTY DEED DATED OCTOBER 31, 1885 AND RECORDED OCTOBER 31, 1885, IN BOOK 1708, PAGE 157 AS DOCUMENT 665804 (EXCEPT THE WEST 33 FEET THEREOF DEDICATED FOR STREET BY PLAT FILED FEBRUARY 16, 1891 IN BOOK 46 OF PLATS, PAGE 26 AS DOCUMENT 1419420, AND EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR HARRISON STREET AND EXCEPT THAT PART OF THE EAST 2.97 FEET OF THE WEST 298.1 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING IN THE EAST LINE OF THE WEST 298.1 FEET AFORESAID 406.97 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST 1/4 (AS MEASURED ON THE EAST LINE OF THE SAID WEST 298.1 FEET) AND EXTENDING NORTHWESTERLY TO A POINT IN THE WEST LINE OF THE EAST 2.97 FEET AFORESAID 407.30 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST 1/4 (AS MEASURED ON THE WEST LINE OF SAID EAST 2.97 FEET) EXCEPT HIGHWAYS, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS: 15 13 226 001
15 13 226 008

Address of Property: 7329 W. Harrison
Forest Park, IL.

EXHIBIT B

85325428

SCHEDULE OF PERMITTED EXCEPTIONS

1. Easement for public utilities upon and over the land described as follows:

Extending in a Northwesterly direction upon the Illinois Central Railroad Company's 66 foot wide abandoned waylands, from the North line of Harrison Street to a point in South property line of Baltimore and Ohio Chicago Terminal Railroad, Westerly to Hannah Street in North East $\frac{1}{4}$ of said Section 13, aforesaid, created by grant from Illinois Central Railroad Company to Public Service Company of Northern Illinois, dated May 8, 1952 and recorded August 27, 1952 as Document No. 15421396.

2. An encroachment of a one-story brick and concrete building and stairs located on the land over the North property line and onto adjacent land in distances varying from approximately 3 feet to approximately 9 feet, as disclosed by a survey by Paul Lotz dated November 18, 1985 as Order No. 85-10-17, provided Title Insurer is prepared to insure Lender against all loss or damage occasioned by said encroachment.
3. An encroachment of a porch located on the land onto the street to the East by distances varying from 0.23 feet to 0.90 feet as disclosed by a survey by Paul Lotz dated November 18, 1985 as Order No. 85-10-17, provided Title Insurer is prepared to insure Lender against all loss or damage occasioned by said encroachment.
4. An encroachment of concrete stairs located on the land onto the street to the South by approximately one foot as disclosed by a survey by Paul Lotz dated November 18, 1985 as Order No. 85-10-17, provided Title Insurer is prepared to insure Lender against all loss or damage occasioned by said encroachment.
5. An encroachment of the North East corner of the three-story brick building over the North property line by a distance of .54 feet, as disclosed by a survey by Paul Lotz dated November 18, 1985 as Order No. 85-10-17, provided Title Insurer is prepared to insure Lender against all loss or damage occasioned by said encroachment.

85325428

UNOFFICIAL COPY

OAK LAWN

LEGAL DESCRIPTION

Building
Parcel ●

A part of the following described land lying South of a line 250 feet North of and parallel with the hereinafter mentioned South line of Section 3, said line being a tract commencing at a point on the South line of Section 3, Township 37 North, Range 13 East of the 3rd. Principal Meridian hereinafter described, said point being 165.96 feet West of the Southeast corner of a certain tract of land described as follows:

That part of the West 1/2 of the Southwest 1/4 of said Section lying South of the Chicago and Strawn Railroad Company (Now Wabash Railroad Company) Right-of-way excepting therefrom the East 11.40 Acres conveyed by Warranty Deed dated October 15, 1921 to John Tibstra and Hattie Tibstra, his wife, recorded as Document Number 7,301,002; thence running North 665.44 feet to a point which is 165.68 feet West of the East line of the above described tract of land; thence running West 165.68 feet; thence running South 665.27 feet to the South line of said Section 3, aforesaid; thence running East on the South line of said Section 165.96 feet to the point of beginning (excepting from above described premises that part lying South of a line 50 feet North of and parallel with the South line of Section 3 aforesaid), in Cook County, Illinois.

PERMANENT INDEX NO: 24 03 313 046 79

CLERK OF COOK COUNTY Clerk's Office

85325428

EXHIBIT D

UNOFFICIAL COPY

8 5 3 2 5 4 2 8

LEGAL DESCRIPTION of Easements, Parcels A, B, and C

Parcel A

That South 106.00 feet of that part of the following described land lying North of a line lying 250 feet North of and parallel with the hereinafter mentioned South line of Section 3; said land being a tract commencing at a point on the South line of Section 3, Township 37 North, Range 13, East of the 3rd. Principal Meridian, hereinafter described, said point being 165.96 feet West of the Southeast corner of a certain tract of land described as follows:

That part of the West 1/2 of the Southwest 1/4 of said Section lying South of the Chicago and Strawn Railroad Co. (now Wabash Railroad Company) Right-of-way excepting therefrom the East 11.40 Acres conveyed by Warranty Deed dated October 15, 1921 to John Tibstra and Hattie Tibstra, his wife, recorded as Document No. 7301002; thence running North 665.44 feet to a point which is 165.68 feet West of the East line of the above described tract of land; thence running West 165.68 feet; thence running South 665.27 feet to the South line of said Section 3, aforesaid; thence running East on the South line of said Section, 165.96 feet to the point of beginning (excepting from the above described premises that part lying South of a line 50 feet North of and parallel with the South line of Section 3, aforesaid), in Cook County, Illinois.

Office of Cook County Clerk's Office

85325428

UNOFFICIAL COPY

LEGAL DESCRIPTION

Parcel B

That part of the West 1/2 of the Southwest 1/4 of Section 3, Township 37 North, Range 13, East of the 3rd. Principal Meridian described as follows:

Commencing at the Southeast corner of the West 1/2 of the said Southwest 1/4 of Section 3; thence N. 90°00'00" W. along the South line of said Southwest 1/4 of Section 3, 497.40 feet; thence N. 0°00'54" E., 224.00 feet to the point of beginning for Parcel "B"; thence continuously N. 0°00'54" E. along the aforesaid line, 68.00 feet; thence N. 90°00'00" E. for a distance of 157.822 feet, more or less, to a point of tangency; thence Northeasterly along a curved line, convex to Southeasterly and having a radius of 8.00 feet an arc distance of 12.568 feet to a point of curve; thence S. 0°00'29" E. along a line for a distance of 76.00 feet; thence N. 90°0'00" W., 165.85 feet, mor or less, to the point of beginning, in Cook County, Illinois.

Property of Cook County Clerk's Office

85325428

UNOFFICIAL COPY

8 5 3 2 5 4 2 8

LEGAL DESCRIPTION

Parcel C

That part of the West 1/2 of the Southwest 1/4 of Section 3, Township 37 North, Range 13, East of the 3rd. Principal Meridian described as follows:

Commencing at the Southeast corner of the West 1/2 of said Southwest 1/4 of Section 3; thence N. 90°00'00" W. a distance of 331.44 feet; thence N. 0°00'29" W., 248.00 feet to the point of beginning; thence continuously N. 0°00'29" W. for a distance of 104.994 feet to a point of curve; thence along a curved line convex to Northwesterly and having a radius of 35.00 feet, an arc distance of 54.983 feet to a point of tangency, said point of tangency being 438.00 feet North of the South line of the said Southwest 1/4; thence N. 90°00'00" E. along a line 438.00 feet North of and parallel to said South line of Southwest 1/4 a distance of 48.32 feet; thence S. 55°00'29" E., 12.207 feet; thence N. 90°00'00" E., 41.50 feet, thence N. 34°59'31" E., 12.207 feet to a point insaid line being 438.00 feet North of said South line of Southwest 1/4; thence N. 90°00'00" E. along said parallel line 154.00 feet to a point in a line 33.00 feet West of and parallel with the East line of the West 1/2 of said Southwest 1/4, said line being the West line of S. Kenton Avenue as occupied; thence S. 0°02'34" W. along said parallel line 140.00 feet; thence N. 90°00'00" W., 298.70 feet to the point of beginning, in Cook County, Illinois.

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