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MORTGAGE

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This Mortgage is made November 1, 1985, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under a Trust Agreement dated August 2, 1984 and known as Trust 61845, a national banking association, with offices located at 33 N. LaSalle Street, Chicago, Illinois 60602 and BYCZEK EQUIPMENT COMPANY, an Illinois corporation, with offices located at 3924 W. Devon, Lincolnwood, IL 60659 (herein collectively referred to as "Mortgagor"), and LAKE VIEW TRUST AND SAVINGS BANK, an Illinois banking corporation, having an office at 3201 N. Ashland Avenue, Chicago, Illinois 60657, (herein referred to as "Mortgagee").

WITNESSES:

WHEREAS, BYCZEK EQUIPMENT COMPANY, an Illinois corporation (the "Company") is indebted to Mortgagee in the principal amount of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS together with interest thereon from and after the date hereof at the Interest Rate provided in a Construction Mortgage Note of even date herewith, which said Construction Mortgage Note matures on April 30, 1986; and

WHEREAS, the Company and others and Mortgagee have entered into a Construction Loan Agreement of even date herewith (the "Agreement"); and

WHEREAS, pursuant to the provisions of the Agreement and provided that no Event of Default has occurred as defined therein or herein, the Company will continue to be indebted on May 1, 1986 to Mortgagee in the amount of TWO HUNDRED AND FIFTY THOUSAND (\$250,000.00) DOLLARS and will re-evidence such indebtedness by executing and delivering to Mortgagee on May 1, 1986 a Permanent Mortgage Note for TWO HUNDRED AND FIFTY THOUSAND (\$250,000.00) DOLLARS with interest thereon from and after May 1, 1986 at the rate to be provided in the Permanent Mortgage Note, and such indebtedness will be repaid to Mortgagee over a ten year period beginning May 1, 1986 as provided in such Permanent Mortgage Note.

WHEREAS, JOHN L. BYCZEK is the owner of one hundred (100%) per cent of the beneficial interest of Mortgagor and the beneficial owner of one hundred (100%) per cent of the outstanding capital stock of the Company; and

WHEREAS, the Company will use the funds evidenced by the Construction Mortgage Note to construct facilities used for the operation of its business, and such use of funds will benefit the Company and JOHN L. BYCZEK, the beneficial owner of one hundred (100%) per cent of the Company's capital stock; and

This instrument prepared by
William B. Weidenaar
ONE N. LA SALLE ST.
CHICAGO IL 60602

RECORDER
RETURN TO
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WHEREAS, as a condition of making the loan pursuant to the Agreement and evidenced by the Construction Mortgage Note and to be evidenced by the Permanent Mortgage Note, the Mortgagee has required that Mortgagor mortgage the Premises, as hereinafter defined, to Mortgagee, and Mortgagor has executed, acknowledged, and delivered this Mortgage to secure the indebtedness evidenced by the Agreement, the Construction Mortgage Note and to be evidenced by the Permanent Mortgage Note.

Mortgagor does, by these presents, grant, convey, and mortgage unto Mortgagee, its successors and assigns forever, the Real Estate and all of their estates, rights, titles, and interests therein situate in the Village of Lincolnwood, County of Cook and State of Illinois, legally described on Exhibit "1" attached hereto and made a part hereof, (sometimes herein referred to as the "Real Estate"), which real estate, together with the following described property, is collectively referred to as the "Premises", together with:

A. All right, title, and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, and alleys adjoining the Premises.

B. All and singular the tenements, hereditaments, easements, any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise, or license, and the reversion and reversions and remainder and remainders thereof;

C. In accordance with the Collateral Assignment of Lease and Rents dated of even date herewith, all rents, issues, proceeds, and profits accruing and to accrue from the Premises; and

D. All buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures, equipment, materials and other types of personal property (other than that belonging to tenants) used in the ownership and operation of the improvement situated thereon with parking and other related facilities, in possession of Mortgagor and now or hereafter located in, on, or upon, or installed in or affixed to, the Real Estate legally described herein, or any improvements or structures thereon, together with all accessories and parts now attached to or used in connection with any such equipment, materials and personal property or which may hereafter, at any time, be placed in or added thereto, and also any and all replacements and proceeds of any such equipment, materials and

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personal property, together with the proceeds of any of the foregoing; it being mutually agreed, intended, and declared, that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the Real Estate and for the purpose of this Mortgage to be Real Estate, and covered by this Mortgage; and as to any of the property aforesaid which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as the Secured Party (as such term is defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD, the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

Provided, however, that if the principal and all interest as provided by the Construction Mortgage Note and as provided by the Permanent Mortgage Note shall be paid, and all other sums herein provided for, or secured hereby shall be paid, and Mortgagor shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect.

To protect the security of this Mortgage, Mortgagor agrees and covenants with the Mortgagee that Mortgagor shall:

1. OMITTED PARAGRAPH. This paragraph is intentionally omitted.

2. TAXES AND DEPOSITS THEREFOR.

(a) Pay immediately when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges, and other charges which may be levied against the Premises, and to furnish to Mortgagee upon request therefor, duplicate receipts therefor within thirty (30) days after payment thereof. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (1) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of said Premises or any part thereof, or any interest therein, to satisfy the same; (2) that Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to contest the same, before any tax or assessment has been increased by any interest, penalties, or costs; and (3) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, a sum of money, bond, Letter of Credit or other security reasonably accept-

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able to Mortgagee which shall be sufficient in the reasonable judgment of the Mortgagee to pay in full such contested tax and assessment and all penalties and interest that might become due thereon, and shall keep said money on deposit or keep in effect said bond or Letter of Credit in an amount sufficient, in the reasonable judgment of the Mortgagee, to pay in full such contested tax and assessment; and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the reasonable judgment of the Mortgagee, such increase is advisable. In case the Mortgagor, after demand is made upon it by Mortgagee, shall fail to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereinabove provided, the Mortgagee may, at its option upon notice to Mortgagor, apply the monies and/or liquidate the securities deposited with Mortgagee, in payment of, or on account of, such taxes and assessments, or any portion thereof then unpaid, including the payment of all penalties and interest thereon. If the amount of the money and/or security so deposited shall be insufficient as aforesaid for the payment in full of such taxes and assessments, together with all penalties and interest thereon, the Mortgagor shall forthwith upon demand, either (a) deposit with the Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full, or, (b) in case the Mortgagee shall have applied funds on deposit on account of such taxes and assessments, restore said deposit to an amount reasonably satisfactory to Mortgagee. Provided Mortgagor is not then in default hereunder, the Mortgagee shall, upon the final disposition of such contest and upon Mortgagor's delivery to Mortgagee of an official bill for such taxes, apply the money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest due thereon and return on demand the balance of of said deposit, if any, together with any interest earned thereon to Mortgagor.

(b) Maintain and provide adequate security for the payment of annual taxes for the Real Estate by (i) depositing each month into an interest bearing savings account with Mortgagee an amount equal to 1/12th of the annual real estate taxes on the Premises and maintain the level of deposits in said account on a "January to January" basis and not on a "when issued and payable" basis so that on any December 31st, on which any part of the indebtedness evidenced by the Construction Mortgage Note and Permanent Mortgage Note secured hereby is outstanding, there shall be on deposit in said account an amount equal to the estimated taxes for the entire year of such December 31st despite that real estate tax instalments for said year are not due and payable until the following year; or (ii) by depositing with the Mortgagee an amount, as reasonably estimated by Mortgagee, equal to the amount of the last issued Real Estate Tax Bill for the Premises into a Bank Certificate of Deposit, which Certificate shall be pledged to Mortgagee for payment of Real Estate Taxes provided that Mortgagee shall not be responsible for the correct application of the sums paid as and for real estate taxes to any taxing authority.

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3. INSURANCE.

(a) Hazard. Keep the improvements now existing or hereafter erected on the Premises insured under a replacement cost form of insurance policy against loss or damage resulting from fire, wind-storm, and other hazards as may be required by Mortgagee, and to pay promptly, when due, any premiums on such insurance, provided however, Mortgagee may make such payments on behalf of Mortgagor. All insurance shall be in form and content as reasonably approved by the Mortgagee (which shall be carried in companies reasonably acceptable to Mortgagee) and the policies and renewals (or certificates evidencing same) marked "PAID", shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clause(s) in favor of and entitling Mortgagee to collect any and all of the proceeds payable under all such insurance, as well as standard waiver of subrogation endorsement, if available. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of any casualty loss, Mortgagor will give immediate notice by mail to the Mortgagee. Subject to the terms of Paragraph 23(A) hereof, Mortgagee may use or apply the proceeds of insurance, at its option, as follows: (i) as a credit upon any portion of the indebtedness secured hereby; or (ii) to repairing and restoring the improvements in which event the Mortgagee shall not be obliged to see to the proper application thereof nor shall the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby; or (iii) to deliver same to the Mortgagor.

In the event Mortgagee shall be obligated pursuant to the terms of Paragraph 23 hereof to permit Mortgagor to use such proceeds for the restoring of the improvements or in the event Mortgagee shall in accordance with the provisions of this Paragraph 3(a), elect to permit Mortgagor to use such proceeds for the restoring of the improvements, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of such restoration and with architect's certificates, partial or final waivers of lien, as the case may be, contractors' sworn statements, and if the estimated cost of the work exceeds ten (10%) percent of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety (90%) percent of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens. In the event of foreclosure of this Mortgage, or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title,

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and interest of the Mortgagor, in and to any insurance policies then in force, and any claims or proceeds thereunder shall to the extent of the indebtedness, pass to the Mortgagee or any purchaser or grantee.

(b) Liability. Carry and maintain comprehensive public liability insurance as may be required from time to time by the Mortgagee in forms, amounts, and with companies reasonably satisfactory to the Mortgagee. It is understood and agreed that the amounts of coverage shall not be less than ONE MILLION (\$1,000,000) DOLLARS single limit and that the policy shall name Mortgagee as an additional insured party thereunder. Certificates of such insurance, premiums prepaid, shall be deposited with the Mortgagee and shall contain provision for thirty (30) days' notice to the Mortgagee prior to any cancellation thereof.

4. PRESERVATION AND RESTORATION OF PREMISES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Not permit any building or other improvement on the Premises to be materially altered, removed, or demolished, nor shall any fixtures or appliances on, in, or about said buildings or improvements be severed, removed, sold, or mortgaged, without the prior written consent of Mortgagee, except as permitted in the Agreement and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels, or articles of personal property covered hereby or by any separate security agreement given in conjunction herewith, the same shall be replaced promptly by similar fixtures, chattels, and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrances thereon or reservation of title thereto. Subject to the provisions of Paragraphs 23A and 3(a) hereof, Mortgagor shall promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction.

Mortgagor further agrees to permit, commit, or suffer no waste, impairment, or deterioration of the Premises or any part or improvement thereof; to keep and maintain the Premises and every part thereof in good repair and condition, subject to ordinary wear and tear, to effect such repairs as the Mortgagee may reasonably require, and, from time to time, to make all needful and proper replacements and additions thereto so that said buildings, fixtures, machinery, and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statutes, orders, requirements or decrees relating to said Premises as provided in any notice given by any federal, state, or municipal authority; and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights,

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payment and discharge thereof. In the event Mortgagor shall suffer or permit any superior or inferior lien to be attached to the Premises, except for those superior and inferior liens specified in the Agreement, or in this Mortgage, and except for those superior or inferior liens referred to in the foregoing Paragraphs (i) and (ii), the Mortgagee, at its option, shall have the unqualified right upon fifteen (15) days prior notice to accelerate the maturity of the Construction Mortgage Note or the Permanent Mortgage Note (as the case may be), causing the full principal balance, accrued interest and prepayment premium, if any, to be immediately due and payable without notice to Mortgagor.

(b) Mortgagee reserves the right, at its election by notice to Mortgagor, to declare the entire unpaid principal balance of the Construction Mortgage Note, or the Permanent Mortgage Note (as the case may be), due and payable in the event the Premises of this Paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this Paragraph in the future.

6. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. In case of default herein, Mortgagee may, but need not, at any time after the giving of any notice and the lapse of any time thereafter which may be required by Paragraph 15(a) hereof, and subject to the provisions of this Mortgage make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior or junior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagor to Mortgagee without notice and with interest thereon at the default interest rate as defined herein. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

7. EMINENT DOMAIN. So long as any portion of the Loan Amount remains unpaid, any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the Premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, of the whole or any part of the Premises or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof),

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are hereby assigned by Mortgagor to Mortgagee, to the extent of the then outstanding indebtedness evidenced by the Construction Mortgage Note or the Permanent Mortgage Note, which award Mortgagee is hereby authorized to give appropriate receipts and acquittances therefore, and, subject to the terms of Paragraph 23(B) hereof, Mortgagee shall, at its option, apply the proceeds of such award as a credit upon any portion of the indebtedness secured hereby or permit the same to be used to repair and restore the improvements in the same manner as set forth in Paragraph 3(a) hereof with regard to insurance proceeds received subsequent to a fire or other casualty to the Premises. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said Premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear, and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards in accordance with and subject to the provisions hereof, and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. Notwithstanding anything aforesaid to the contrary, Mortgagor shall have the sole authority to conduct the defense of any condemnation or eminent domain proceeding and (so long as the amount of any condemnation or eminent domain award exceeds the unpaid Loan Amount) the sole authority to agree to and/or accept the amounts, terms, and conditions of any and all condemnation or eminent domain awards.

8. ACKNOWLEDGEMENT OF DEBT. Mortgagor shall cause to be furnished to Mortgagee, from time to time, within thirty (30) days after Mortgagee's request, a written statement of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

9. INSPECTION OF BOOKS AND RECORDS. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and within ten (10) days after demand therefore to permit Mortgagee, at normal business hours, to examine such books and records and all supporting vouchers and data, at any time and from time to time, on request at Mortgagor's offices, hereinbefore identified or at such other location as may be mutually agreed upon.

10. ILLEGALITY OF TERMS HEREOF. Nothing herein or in the Construction Mortgage Note or in the Permanent Mortgage Note contained nor any transaction related thereto shall be construed or shall so

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operate either presently or prospectively, to require Mortgagor to make any payment or do any act contrary to law, and if any clause and provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clause or clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any such error.

11. SUBROGATION. In the event the proceeds of the loan made by the Mortgagee, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then the Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

12. EXECUTION OF SECURITY AGREEMENT AND FINANCING STATEMENT.

That Mortgagor, within five (5) days after request by mail, shall execute, acknowledge, and deliver to Mortgagee a Security Agreement, Financing Statement, or other similar security instrument, in form satisfactory to the Mortgagee, and reasonably satisfactory to Mortgagor, and conforming to the terms hereof and to the terms of the Loan Agreement covering all property (other than property in which Chicago Industrial Finance Corporation has or may have, in the future, a security interest) of any kind whatsoever owned by the Mortgagor, which, in the sole opinion of Mortgagee, is essential to the operation of the Premises and concerning which there may be any doubt as to whether the title to same has been conveyed by or a security interest therein perfected by this mortgage under the laws of the State of Illinois and will further execute, acknowledge, and deliver any financing statement, affidavit, continuation statement or certificate, or other documents as Mortgagee may request in order to perfect, preserve, maintain, continue, and extend the security instrument. Mortgagor further agrees to pay Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection with the recording, filing, and refiling of any such document.

13. MORTGAGEE'S RELIANCE ON GOVERNMENTAL, MUNICIPAL, OR OTHER CHARGES OR LIENS.

Upon the occurrence of an Event of Default hereunder, Mortgagee is hereby authorized subject to the terms and provisions of this Mortgage, to make or advance, in the place and stead of the Mortgagor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipal charges, fines, impositions, or liens asserted against the Premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement, or estimate or into the validity of any tax,

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assessment, sale, forfeiture, tax lien, or title or claim thereof, and the Mortgagee is further authorized to make or advance in the place and stead of the Mortgagor any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, or charge; or payment otherwise relating to any other purpose herein and hereby authorized but not enumerated in this Paragraph, and may do so whenever, in its reasonable judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and, provided further, that in connection with any such advance, Mortgagee in its option, may, and is hereby authorized to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Mortgagee's choosing. All such advances and indebtedness authorized by this Paragraph shall be repayable by Mortgagor upon demand with interest at the Default Interest Rate.

14. BUSINESS LOAN. The Mortgagor represents and agrees, and the beneficiary of Mortgagor by execution and delivery of the direction to Mortgagor to execute this Mortgage, warrants, represents, and agrees that the proceeds of the Construction Mortgage Note will be used for the purposes specified in the 1983 Illinois Revised Statutes, Ch. 17, Sect. 6404, and that the indebtedness evidenced by the Construction Mortgage Note constitutes a business loan which comes within the purview thereof.

15. DEFAULT AND FORECLOSURE.

(a) Events of Default and Remedies. The following shall constitute an Event of Default under this Mortgage:

(i) any default in the monthly interest payments or in the principal payment under the Construction Mortgage Note or in the monthly principal and interest payments under the Permanent Mortgage Note secured hereby, which default remains uncured for a period of fifteen (15) days;

(ii) any default in the performance or observance of any other term, covenant, or condition in this Mortgage, or in the Construction Mortgage Note or in the Permanent Mortgage Note, Agreement, or in any other instrument now or hereafter evidencing or securing said indebtedness which default continues for thirty (30) days after Mortgagee has notified Mortgagor of such default and Mortgagor has not cured such default; or

(iii) if the Mortgagor or its beneficiary shall file a petition in voluntary bankruptcy or under Chapter VII or Chapter XI of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, which action is not dismissed within thirty (30) days; or

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(iv) if Mortgagor or its beneficiary shall file an answer admitting insolvency or inability to pay their debts or fail to obtain a vacation or stay of involuntary proceedings within the time permitted by the Agreement; or

(v) if the Mortgagor or its beneficiary shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor or its beneficiary which appointment is not relinquished within thirty (30) days for all or any portion of the Premises or its or their property in any involuntary proceeding; or

(vi) any Court shall have taken jurisdiction of all or any portion of the Premises or the property of the Mortgagor or its beneficiary in any involuntary proceeding for the reorganization, dissolution, liquidation, or winding up of the Mortgagor or its beneficiary, and such trustees or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within the time permitted by the Agreement; or

(vii) the Mortgagor or its beneficiary shall make an assignment for the benefit of creditors, or shall admit in writing its or their insolvency or shall consent to the appointment of a receiver or trustee or liquidator of all or any portion of the Premises.

Upon the occurrence of an Event of Default, the entire indebtedness secured hereby, including, but not limited to, principal and accrued interest shall, at the option of the Mortgagee and without demand or notice to Mortgagor except as set forth in the Agreement, become immediately due and payable with interest accruing thereafter on the unpaid principal balance of the Construction Mortgage Note, or the Permanent Mortgage Note, as the case may be, at the Default Interest Rate, (as hereinafter defined) and, thereupon, or at any time after the occurrence of any such Event of Default, the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

(b) Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Mortgagee under this Mortgage, the Agreement, the Construction Mortgage Note, or the Permanent Mortgage Note, as the case may be, or any other document given to secure the indebtedness represented by the Construction Mortgage Note, or the Permanent Mortgage Note, as the case may be, there shall be allowed and included as additional indebtedness in

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the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and cost (which may be estimated as to items to be expended after entry of the decree), of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title to or value of the Premises. All expenditures and expenses of the nature in this Paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney affecting this Mortgage, the Construction Mortgage Note, or the Permanent Mortgage Note, as the case may be, or the Premises, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Interest Rate.

(c) Mortgagee's Right of Possession in Case of Event of Default.

In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof, or before or after sale thereunder, forthwith upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee, and Mortgagee shall be entitled to take, actual possession of the Premises or any part thereof, personally or by its agent or attorneys, as for condition broken and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of the Mortgagor or the then owner of the Premises relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom, and may, in its own name as Mortgagee and under the powers herein granted:

(i) hold, operate, manage and control the Premises and conduct the business, if any thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Mortgagor;

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(ii) cancel or terminate any lease or sublease or management agreement for any cause or on any ground which would entitle Mortgagor to cancel the same;

(iii) extend or modify any then existing lease(s) or management agreement(s) and make new lease(s) or management agreement(s), which extensions, modifications, and new lease(s) or management agreement(s) may provide for terms to expire, or for options to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such lease(s) and management agreement(s) and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and shall also be binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge or the mortgage indebtedness, satisfactory of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(iv) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Mortgagee may seem judicious, to insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof, and to receive all avails, rents, issues and profits.

(d) Mortgagee's Determination of Priority of Payments. Any avails, rents, issues, and profits of the Premises received by the Mortgagee after having taken possession of the Premises, or pursuant to any assignment thereof to the Mortgagee under the provisions of this Mortgage or of any separate security documents or instruments shall be applied in payment of or on account of the following, in such order as the Mortgagee (or in case of a receivership) as the Court may determine:

(i) to the payment of the operation expenses of the Premises, which shall include reasonable compensation to the Mortgagee or the receiver and its agent or agents, if management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage;

(iii) to the payment of all repairs and replacements, of said Premises and of placing said property in such condition as will, in the judgment of Mortgagee or receiver, make it readily rentable;

(iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

(v) any overplus or remaining funds to the Mortgagor, their successors or assigns, as their rights may appear.

(e) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose this Mortgage, the Court may, upon application, appoint a receiver of the Premises. Such appointment may be made either before or after sale upon appropriate notice as provided by law and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the Premises, and without bond being required of the applicant. Such receiver shall have the power to take possession, control, and care of the Premises and to collect the rents, issues, and profits of the Premises during the pendency of such foreclosure suit, and, in case of a sale and a deficiency, during the full statutory period of redemption (provided that the period of redemption has not been waived by the Mortgagor), as well as during any further times when the Mortgagor, its heirs, administrators, executors, successors, or the assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, and profits, and all other powers which may be necessary or are useful in such cases for the protection, possession, control, management, and operation of the Premises during the whole of said period, to extend or modify any then new lease(s) or management agreement(s), and to make new lease(s) or management agreement(s), which extensions, modifications, and new lease(s) or management agreement(s) may provide for terms to expire, or for options to lease(s) to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder, it being understood and agreed that any such lease(s) and management agreement(s) and the options or other such provisions to be contained therein shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser.

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(f) Application of Proceeds of Foreclosure Suit. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: FIRST, on account of

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all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph (b) hereof; SECOND, all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Construction Mortgage Note or the Permanent Mortgage Note (as the case may be), with interest thereon at the Default Interest Rate; THIRD, all principal and interest (calculated at the Default Interest Rate) remaining unpaid on the Construction Mortgage Note or the Permanent Mortgage Note (as the case may be); and, FOURTH, any overplus to the maker of the Construction Mortgage Note or Permanent Mortgage Note, its successors or assigns, as their rights may appear.

(g) Rescission of or Failure to Exercise. The failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any Event of Default as aforesaid, or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder, shall not constitute a waiver of any such Event of Default nor extend or affect any cure period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgement to that effect by the Mortgagee, and shall not affect the Mortgagee's right to accelerate the maturity for any future Event of Default.

(h) Sale of Separate Parcels, Right of Mortgagee to Purchase. In the event of any foreclosure sale of said Premises, the same may be sold in one or more parcels. Mortgagee may be the purchaser at any foreclosure sale of the Premises or any part thereof.

(i) Waiver of Statutory Rights. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any Court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Premises described herein subsequent to the date of this Mortgage.

(j) Default Interest Rate. The term "Default Interest Rate" is deemed to mean interest on the outstanding principal balance under the Construction Mortgage Note or the Permanent Mortgage Note (as the case may be), at the rate of two (2%) percent per annum, plus the interest rate specified in the Construction Mortgage Note or the Permanent Mortgage Note (as the case may be).

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16. RIGHTS AND REMEDIES ARE CUMULATIVE. All rights and remedies herein provided are cumulative and the holder of the Construction Mortgage Note and/or Permanent Mortgage Note, secured hereby and of every other obligation secured hereby may recover judgment hereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right afforded by this Mortgage.

17. GIVING OF NOTICE. Any notice or demands which either party hereto may desire or be required to give to the other party, shall be in writing and shall be hand delivered or mailed by certified mail, return receipt requested, addressed to such other party and to their respective attorneys, at the addresses, hereinbefore or hereinafter set forth, or at such other address as either party hereto may, from time to time, by notice in writing, designate to the other party, as a place for service of notice. All such notices and demands which are mailed shall be effectively given two (2) business days after the date of post marking. All such notices and demands which are hand delivered, shall be effectively given on the date of such delivery. In case no other address has been so specified, notices and demands hereunder shall be sent to the following address:

Mortgagee: MR. RICHARD J. SCHOLLE
Lake View Trust and
Savings Bank
3201 N. Ashland Avenue
Chicago, IL 60058

with copy to:
MR. WILLIAM B. WEIDENAAR
Ruff, Weidenaar & Reidy, Ltd.
One N. LaSalle Street
Suite 4400
Chicago, IL 60602

Mortgagor: AMERICAN NATIONAL BANK
AND TRUST COMPANY OF
CHICAGO
33 N. LaSalle Street
Chicago, IL 60602
Attn: Land Trust Department

with copy to:
JOHN L. BYCZEK
Byczek Equipment Company
3924 W. Devon
Chicago, IL 60659

18. TIME IS OF THE ESSENCE. It is specifically agreed that time is of the essence of this Mortgage. The waiver of the options or obligations secured hereby shall not at any time thereafter be held to be abandonment of such rights. Except as otherwise specifically required, notice of the exercise of any option granted to the Mortgagee herein, or in the Construction Mortgage Note and in the Permanent Mortgage Note secured hereby is not required to be given.

19. LOAN AGREEMENT. The Construction Mortgage Note and the Permanent Mortgage Note evidences an indebtedness to be made by Mortgagee for the purposes described in the Agreement of even date

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herewith all in accordance with the terms and provisions of the Agreement between Mortgagor, its beneficiary, and Mortgagee, which Agreement, as the same hereafter, from time to time, may be amended, supplemented or modified, is incorporated by reference.

All advances and indebtedness, from time to time, arising and accruing under the Agreement, (including the Permanent Loan of TWO HUNDRED AND FIFTY THOUSAND (\$250,000) DOLLARS therein described) shall be secured hereby to the same extent as though the Agreement and all its terms and provisions were fully set forth in this Mortgage and the occurrence of any "Event of Default" under the Agreement, as said term is therein defined shall, without notice to Mortgagor, constitute an Event of Default under this Mortgage entitling Mortgagee to all of the rights and remedies conferred upon Mortgagee by the terms of the Agreement or by the terms of this Mortgage, or by law or by equity, as in the case of any other default hereunder. In the event of conflict of any of the terms and provisions contained in the Agreement with any of the terms and provisions contained herein, the terms and provisions contained in the Agreement shall prevail.

20. COVENANTS TO RUN WITH THE LAND. All the covenants hereof shall run with the land.

21. CAPTIONS. The captions and headings of various paragraphs are for convenience only, and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

22. CONSTRUCTION. Mortgagor does hereby acknowledge that all negotiations relative to the loan evidenced by the Construction Mortgage Note and the Permanent Mortgage Note, the exercise of the Construction Mortgage Note and the Permanent Mortgage Note, this Mortgage, and all other documents and instruments securing the Construction Mortgage Note and the Permanent Mortgage Note, took place in the State of Illinois. Mortgagor and Mortgagee (by making the loan evidenced by the Construction Mortgage Note and the Permanent Mortgage Note) do hereby agree that the Construction Mortgage Note and the Permanent Mortgage Note, this Mortgage and all other documents securing the Construction Mortgage Note and the Permanent Mortgage Note shall be construed and enforced according to the laws of the State of Illinois.

23. APPLICATION OF INSURANCE PROCEEDS AND EMINENT DOMAIN AWARDS.

(A) Notwithstanding the provisions of Paragraph 3(a), in the event of any such loss or damage to the Premises, as therein described, it is hereby understood and agreed that Mortgagee, at the request of Mortgagor, shall make the proceeds of insurance available for the restoration of the improvements so damaged subject to the following conditions:

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(i) that no Event of Default then exists under any of the terms, covenants and conditions of the Construction Mortgage Note, the Permanent Mortgage Note, this Mortgage, the Loan Agreement, or any other documents or instruments evidencing or securing the Construction Mortgage Note or Permanent Mortgage Note;

(ii) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money, and any sums deposited by Mortgagee pursuant to the terms of subparagraph (iii) hereof, will be fully restored, free and clear of all mechanic's and materialmen's liens, except for liens for which adequate provision is made pursuant to Paragraph 5(a) hereof, within nine (9) months from the date of such loss or damage;

(iii) that in the event such proceeds shall be insufficient to restore the improvements, Mortgagor shall deposit promptly with Mortgagee funds which, together with the insurance proceeds, would be sufficient to restore the improvements;

(iv) that the excess of the insurance proceeds above the amount necessary to complete any necessary restoration shall be delivered to Mortgagor, provided there then exists no Event of Default; otherwise such excess shall be applied as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, but the funds released by Mortgagee for restoration shall in no event, be deemed a payment of the indebtedness secured hereby;

(v) in the event that any of the foregoing conditions are not, or cannot be satisfied, then the alternate disposition of such insurance proceeds, as provided in Paragraph 3(a) above, shall again become applicable.

(B) Notwithstanding any of the provisions in this Mortgage including, but not limited to, Paragraph 7 hereof, Mortgagee agrees to make available to the Mortgagor such amount of the proceeds of any award for eminent domain as are required to restore any improvements on the Premises to a complete architectural unit subject to the following conditions:

(i) that no Event of Default then exists under any of the terms, covenants, and conditions of the Construction Mortgage Note, the Permanent Mortgage Note, this Mortgage, the Loan Agreement, or any other documents or instruments evidencing or securing the Construction Mortgage Note or the Permanent Mortgage Note;

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(ii) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such award and any sums deposited with Mortgagee pursuant to the terms of sub-paragraph (iii) hereof, will be fully restored to a complete architectural unit, free and clear of all mechanic's and materialmen's liens, except for liens for which adequate provision is made pursuant to Paragraph 5(a) hereof, within nine (9) months from the date of such taking;

(iii) that in the event such award shall be insufficient to restore the improvements, Mortgagor shall deposit promptly with Mortgagee funds which, together with the award proceeds, would be sufficient to restore the improvements;

(iv) that the rental income to be derived from the improvements, subsequent to such taking by eminent domain, shall not adversely affect the Mortgagors' ability to pay the indebtedness evidenced by the Construction Mortgage Note or the Permanent Mortgage Note;

(v) that the disbursement of the award will be made according to those provisions of Paragraph 3(a) which relate to the disbursement of insurance proceeds for repair and restoration of the improvements and the conditions precedent to be satisfied by the Mortgagor with regard thereto;

(vi) that the excess of the proceeds of the award, above the amount necessary to complete such restoration, shall be delivered to Mortgagor provided there then exists no Event of Default; otherwise such excess shall be applied as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, but the proceeds of the award released by Mortgagee for restoration shall, in no event, be deemed a payment of the indebtedness secured hereby;

(vii) in the event that any of the foregoing conditions are not, or cannot be satisfied, then the alternate disposition of such award as provided in Paragraph 7 above, shall again become applicable.

24. BINDING ON SUCCESSOR AND ASSIGNS. Without expanding the liability of any guarantor contained in any instrument of Guaranty executed in connection herewith, this Mortgage and all provisions hereof shall extend and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein, shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Construction Mortgage Note

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Permanent Mortgage Note, or this Mortgage. The word "Mortgagee" when used herein, shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Construction Mortgage Note and the Permanent Mortgage Note secured hereby. Whenever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

25. This Mortgage is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as Mortgagor only is concerned is payable only out of the property specifically described in this Mortgage and other documents securing the payment of the Construction Mortgage Note secured hereby, by the enforcement of the provisions contained in this Mortgage and other documents or any thereof. No personal liability shall be asserted to be enforceable against the Mortgagor, because or in respect to said Construction Mortgage Note, the Permanent Mortgage Note, or this Mortgage, or the making, issue or transfer thereof, all such liability, if any, being expressly waived by such taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor of said Mortgage Note and the Permanent Mortgage Note, and each original and successive holder of said Construction Mortgage Note or said Permanent Mortgage Note, accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues, and profits arising from the property described in this Mortgage or the proceeds arising from the sale or other disposition thereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, not personally, but as Trustee
aforesaid under Trust 61845.

ATTEST: [Signature]
Its ASST SECY

By: [Signature]
Its 2ND VP

BYCZEK EQUIPMENT COMPANY, an Illinois
corporation.

ATTEST: [Signature]
Its [Signature]

By: [Signature]
Its [Signature]

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

LORETTA M. SOVIENSKI

I, _____, a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that ~~Robert E. Johanson~~ ^{Second Vice President} of AMERICAN NATIONAL
BANK AND TRUST COMPANY OF CHICAGO, and J. MICHAEL WIELAN,
Secretary of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, personally known to me to be the same persons whose names
are subscribed to the foregoing instrument as such President and
Secretary, respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as
their own free and voluntary act and as the free and voluntary act
of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as
Trustee for the uses and purposes therein set forth; and the said
Secretary did also then and there acknowledge that he/she, as
custodian for the corporate seal of said AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, did affix the said corporate seal as
his/her own free and voluntary act, and as the free and voluntary
act of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as
Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of
_____, 1985.

DEC 11 1985

Loretta M. Sovieniski
Notary Public

My commission expires:

MY COMMISSION EXPIRES JUNE 27, 1988 98 .

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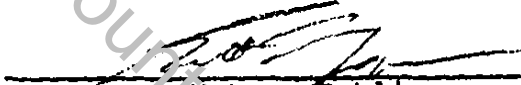
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Scott E. Jensen, a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that John L. Byczek, President of BYCZEK EQUIPMENT
COMPANY, and Marcia J. Byczek, Secretary of said BYCZEK
EQUIPMENT COMPANY, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such
President and Secretary, respectively, appeared before me this day in
person and acknowledged that they signed and delivered the said
instrument as their own free and voluntary act and as the free and
voluntary act of said BYCZEK EQUIPMENT COMPANY, for the uses and
purposes therein set forth; and the said Secretary did also then
and there acknowledge that he/she, as custodian for the corporate
seal of said BYCZEK EQUIPMENT COMPANY, did affix the said corporate
seal as his/her own free and voluntary act, and as the free and
voluntary act of said BYCZEK EQUIPMENT COMPANY, for the uses and
purposes therein set forth.

Given under my hand and notarial seal this 2nd day of
November, 1985.



Notary Public

My commission expires:

9/27, 1986.

COOK COUNTY, ILLINOIS
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LEGAL DESCRIPTION

PARCEL 1:

LOT 36 (EXCEPT THE NORTH 33 FEET THEREOF AND EXCEPT THE EASTERLY 25 FEET MEASURED AT RIGHT ANGLES THEREOF) AND LOT 37 (EXCEPT THE WEST 194.06 FEET AND THE SOUTH 17 FEET TAKEN FOR DEVON AVENUE) IN JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THAT PART OF THE EAST AND WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF LOT 36 AND NORTH OF LOT 37; LYING EAST OF THE WEST LINE OF AFORESAID LOT 36 EXTENDED SOUTH 8 FEET AND EAST OF THE EAST LINE OF THE WEST 194.06 FEET OF LOT 37 EXTENDED NORTH 8 FEET; LYING WEST OF THE EASTERLY LINE OF AFORESAID LOT 36 (BEING THE WESTERLY LINE OF PROESEL AVENUE) EXTENDED SOUTHWESTERLY TO THE NORTH EAST CORNER OF AFORESAID LOT 37; ALL IN JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT-OF-WAY) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX Nos.

- 10-35-327-006-0000 ✓
- 10-35-327-007-0000 ✓
- 10-35-327-008-0000 ✓
- 10-35-327-016-0000 ✓

K

STREET ADDRESSES

SCHREIBER AND PROESEL AVE.
 LINCOLNWOOD, ILLINOIS 60645

3924-26 W DEVON AVE
 LINCOLNWOOD ILLINOIS 60645

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ST. LOUIS, MISSOURI

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IN SENATE
JANUARY 15, 1913

REPORT
OF THE
COMMISSIONERS OF THE
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RETURN TO
Box 257

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COLLATERAL ASSIGNMENT OF LEASE AND RENTS

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This ASSIGNMENT, made this 1st day of November, 1985, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under a Trust Agreement dated August 2, 1984 and known as Trust 61845, Assignor, ("Assignor" to be construed as "Assignors" if the context so requires) to LAKE VIEW TRUST AND SAVINGS BANK, an Illinois banking corporation having its principal place of business at 3201 N. Ashland Avenue, Chicago, Illinois, as Assignee:

WITNESSETH:

WHEREAS, BYCZEK EQUIPMENT COMPANY, an Illinois corporation, (the "Company"), to evidence and secure a loan indebtedness, has made and delivered to Assignee a Construction Mortgage Note of even date herewith in the principal amount of FIVE HUNDRED THOUSAND (500,000) DOLLARS maturing on April 30, 1986, with interest as therein expressed, Assignor has, with others, entered into a Loan Agreement (the "Loan Agreement") of even date herewith with Assignee (the terms of which Loan Agreement are hereby incorporated herewith by reference);

WHEREAS, Assignor has executed and delivered a Mortgage (the "Mortgage") bearing the aforesaid date to secure said Construction Mortgage Note on certain real estate in the County of Cook, State of Illinois, legally described as Exhibit "1" attached hereto, including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belong, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

WHEREAS, under the terms of the aforesaid Loan Agreement, the aforesaid Construction Mortgage Note may be replaced by a Permanent Mortgage Note for TWO HUNDRED AND FIFTY THOUSAND (\$250,000) DOLLARS with a maturity of ten (10) years which Permanent Mortgage Note will be secured similarly as the Construction Mortgage Note; and

WHEREAS, Assignor is or may be the Lessor (or the Assignee of Lessee) under certain written leases of all or part of the Mortgaged Premises involving the above described real property; and specifically is the Lessor in the following described lease:

<u>DATE</u>	<u>TERM</u>	<u>LESSEE</u>	<u>RENTAL</u>
Sept. 1, 1985	20 years	BYCZEK EQUIPMENT COMPANY	\$1,250.00/mo escalator beginning in February, 1988.

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WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan.

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby collaterally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said Construction Mortgage Note, Permanent Mortgage Note, Mortgage, and the Loan Agreement, and any and all amendments, extensions, and renewals thereof, the above described lease and all other leases affecting the Mortgaged Premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment and all amendments, extensions, and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents and other income which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use of the Mortgaged Premises, it being intended hereby to establish a collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the Loan Agreement, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

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Subject to and in accordance with the terms of the Loan Agreement, the Mortgage, and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Mortgaged Premises, and at its direction to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of an Event of Default under the Loan Agreement, the Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such nominee as Assignee may designate in writing, delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents assigned hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Loan Agreement, the Mortgage and this Assignment at any and all times hereafter, without notice to Assignor, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor to Assignee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage, claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Construction Mortgage Note, Permanent Mortgage Note, and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which may or might be incurred by it under said Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by the Lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

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Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary in the ordinary course of business, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Loan Agreement or the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Construction Mortgage Note, the Permanent Mortgage Note, the Mortgage, or the Loan Agreement, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Construction Mortgage Note, the Permanent Mortgage Note, the Mortgage, or the Loan Agreement, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Construction Mortgage Note, the Permanent Mortgage Note, Mortgage, Loan Agreement, or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the

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Lessee directly to Assginee in the same manner as if the above license had not been given given, without prosecution of any legal or equitable remedies under the Mortgage. Any Lessee of the Mortgaged Premises, or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Construction Mortgage Note, the Permanent Mortgage Note, the Mortgage, the Loan Agreement, or this Assignment) and directed to pay Assignor the security deposit set forth in its Leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

It is agreed and understood that this instrument is being executed and delivered concurrently with the Construction Mortgage Note, the Permanent Mortgage Note, the Mortgage and the Loan Agreement to which it refers and shall be binding upon all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees and their respective heirs, executors, administrators, successor and assigns.

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IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee as aforesaid, has caused these presents to be signed, all as and on the day, month, and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under a Trust Agreement dated August 2, 1984 and known as Trust 61845.

By: [Signature]
Second Vice President

ATTEST:

[Signature]
ASSISTANT SECRETARY

This instrument prepared by:
William B. Weidenaar
One N. LaSalle Street
Chicago, IL 60602

This instrument is created by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid. All the covenants and obligations to be performed by or for AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are under this instrument, shall be deemed to be performed and not discharged, and no person shall be held liable or be discharged by reason of any of the covenants, statements, representations or warranties contained in this instrument.