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(1)

70-25-929 D1

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, made as of December 1, 1985, between LASALLE NATIONAL BANK as Trustee of Trust No. 108540 dated June 21, 1984 and not individually, an Illinois land trust with its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60690 (the "Land Trust") and SCHAUMBURG TECH III PARTNERSHIP, an Illinois limited partnership (the "Beneficiary"), the sole beneficiary of the Land Trust (the Land Trust and the Beneficiary are hereinafter collectively called the "Mortgagor"), and ILLINOIS DEVELOPMENT FINANCE AUTHORITY, a political subdivision, body politic and municipal corporation, organized and existing under the laws of the State of Illinois, having its principal office at Room 780, Two North LaSalle Street, Chicago, Illinois 60602 (the "Mortgagee"),

W I T N E S S E T H:

THAT WHEREAS, this Mortgage is made in consideration of the principal sum of Nine Million Five Hundred Thousand Dollars ($9,500,000) loaned to the Mortgagor by the Mortgagee out of the proceeds derived from the sale of its Industrial Project Revenue Bond (Schaumburg Tech III Partnership Project) dated the date thereof (the "Bond"); and

WHEREAS, the Mortgagor will utilize such funds in regard to the acquisition of land and construction of a building to be used as a facility located at Roselle and Central Roads, in Schaumburg, Illinois as more fully described on Exhibit A of the hereinafter defined Loan Agreement and as legally described on Schedule I hereof (the "Project"); and

WHEREAS, such loan is made pursuant to a Loan Agreement dated as of December 1, 1985 between the Mortgagee and the Mortgagor (the "Loan Agreement"), and to evidence their obligation to repay the $9,500,000 loan used to defray the costs of the Project, the Mortgagor shall deliver its promissory note payable to the Mortgagee (the "Note"), in the principal amount of $9,500,000 which Note, together with the Mortgagee's rights in and to the Loan Agreement, the Assignment of Leases and Rents dated as of December 1, 1985 from the Mortgagor to the Mortgagee (the "Assignment of Leases and Rents") and this Mortgage will be assigned by the Mortgagee to Joseph Ash, Chicago, Illinois, as Trustee (the "Trustee") under an Indenture of Trust dated as of December 1, 1985 (the "Indenture") between the Mortgagee and the Trustee; and

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

P.I.N.: 07-03-101-014-0000
07-03-101-015-0000

Commonly known as west side of Center Ct., South of Central Rd, Schaumburg, Ill.

BOX 333 - HV

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

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

NOW, THEREFORE, the Mortgagor to secure the payment of the principal of, premium, if any, and interest on the Note in accordance with the terms and provisions thereof, and the payment of any other sums therein provided for and the performance of the agreements contained hereinbelow, and also to secure the payment of any and all other indebtedness, direct or contingent, that may now or hereafter become owing from Mortgagor to Mortgagee and the performance of all other obligations under the Loan Documents (as defined in the Indenture), in consideration of the matters recited hereinabove, Mortgagor hereby grants, bargains, sells, conveys, and mortgages to Mortgagee and its successors and assigns forever the real estate, and all of its estate, right, title and interest therein, situated in the County of Cook, State of Illinois, as more particularly described in Schedule I attached hereto and made a part hereof (the "Premises"), together with the following described property (the Premises and the following described property being collectively referred to hereinbelow as the "Property"), all of which other Property is hereby pledged primarily on a parity with the Premises and not secondarily:

(a) all buildings and other improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Property immediately upon the delivery thereof to the Premises;

(b) all right, title, and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, sidewalks, and alleys adjoining the Premises;

(c) each and all of the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties, and privileges of the Premises or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise, or license and the reversions and remainders thereof;

(d) all rents, issues, deposits, and profits accruing and to accrue from the Premises and the avails thereof; and

(e) all fixtures and personal property now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the Premises or the aforesaid improvements thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same be attached to such improvements, it being intended, agreed, and declared that all such property owned by Mortgagor and placed by it on the Premises or used in connection with the operation or maintenance thereof shall, so far as permitted by law, be deemed for the purposes of this Mortgage to be part of the real estate constituting and located on the Premises and covered by this Mortgage and as to any of the aforesaid property that is not part of such real estate or does not constitute a "fixture," as such term is defined in the Uniform Commercial Code of the state in which the Premises are located, this Mortgage shall be deemed to be, as well, a security agreement under such Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as "secured party," as such term is defined in such Code.

TO HAVE AND TO HOLD the Mortgaged Property and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, assigned, pledged and in which a security interest is granted, or intended to be granted to Mortgagee, its successors and assigns, forever; provided, however, that this Mortgage is upon the express condition that if Mortgagor shall pay or cause to be paid all indebtedness hereby secured and shall keep, perform and observe all and singular the covenants and promises in the Note, or in this Mortgage or in any other instrument or document securing the Note or in the Loan Agreement expressed to be kept, performed and observed by Mortgagor, and if the principal of and interest on the Bond shall have been paid in full or provision made for such payment pursuant to the Indenture, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee at no expense of Mortgagee.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. In addition to the words and terms elsewhere defined in this Mortgage, the following words and terms as used in this Mortgage shall have the following meanings:

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

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

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

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

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

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

"Permitted Encumbrances" means, as of any particular time, (i) liens for 1985 and subsequent year real estate taxes, (ii) this Mortgage, (iii) the Assignment of Leases and Rents, (iv) covenants, conditions and restrictions numbers 6,7,8,9,10,11,12,13,14 and 15 contained in Commitment for Title Insurance Number 70-25-929 dated December 31, 1985 of Chicago Title Insurance Company.

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

2. Mortgagor agrees that during the term of this Mortgage it will at its own expense (i) keep the Project in safe condition, (ii) keep the Buildings and all other improvements forming part of the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof, (iii) keep the Project free from all charges, liens and encumbrances not expressly subordinated to the lien hereof except Permitted Encumbrances, and (iv) comply with all provisions of the Loan Agreement and the Commitment Agreement for the provision and acceptance of financing among Chemical Bank, a New York banking corporation ("Chemical") the Beneficiary and William A. Alter (the "Commitment"), the terms of such Loan

Agreement and Commitment being hereby incorporated by reference. Mortgagor may not make any Additions or Alternations to the Buildings without the prior written consent of Chemical as long as it is the holder of the Bond, or the Mortgagee if Chemical is not the holder of the Bond, and unless an opinion of bond counsel is rendered to the effect that the Additions or Alterations will not affect the tax exempt nature of the interest on the Bond. All such Additions or Alterations so made by the Mortgagor shall become a part of the Mortgaged Property and shall be subject to the lien of this Mortgage. The Mortgagor will not permit any mechanics' lien, security interest or other encumbrance to remain against the Project for labor or materials furnished in connection with any Additions or Alterations so made by it unless payment for such labor or materials is not yet due and payable under the contract in question; provided, however, that the Mortgagor may in good faith contest any mechanics' or other lien filed or established against the Project, and in such event may permit the item so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that nonpayment of any such item will not materially endanger the lien of this Mortgage as to any material part of the Project or the revenues therefrom, and that neither the Project nor any material part thereof will be subject to loss or forfeiture as a result of the nonpayment of any such item during such period, and prior to the commencement of any such contest the Mortgagor shall deposit with the Trustee an amount of cash or letter of credit acceptable to the Trustee sufficient to pay the contested amount and interest or penalties, or Mortgagee may title indemnify the lien. The Mortgagee will, at the expense of the Mortgagor, cooperate fully with the Mortgagor in any such contest.

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

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

that may be secured by a lien on the Project or on the Premises; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Mortgagor shall be obligated to pay only such installments as are required to be paid during the term of this Mortgage as they become due.

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

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

(a) Insurance against loss or damage by fire and lightning, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in Illinois in an amount equal to full replacement value of the Project, but in no event less than the amount of the outstanding principal balance of the Note secured hereby.

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

(c) Insurance to the extent of $1,000,000 per occurrence against liability for bodily injury including death resulting therefrom and insurance to the extent of $500,000 per occurrence against liability for damage to property including loss of use thereof (with deductible provisions not to exceed $50,000), occurring on or in any way related to the Project or any part thereof, (subject, however, to the right of the Mortgagor to self insure such risk, to the extent permitted by applicable law) workmen's compensation required by the laws of the State of Illinois.

(d) Builder's risk insurance, including coverage under the Illinois Structural Work Act, upon any work done or materials furnished under construction contracts in the amount of 100% of the insurable value of the contracts in the name of the Trustee, Mortgagee or the Mortgagor and the contractors as their interests may appear.

(e) As long as Chemical is the holder of the Bond, the Mortgagor shall comply with all insurance requirements of Chemical as provided in the Commitment.

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

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

All insurance required by this Section 4 shall be effected with generally recognized responsible insurance companies authorized to do business in Illinois selected by the Mortgagor and may be by blanket insurance policy or policies. Mortgagor shall cause appropriate provisions to be inserted in each insurance policy providing that such policy cannot be terminated or modified, without at least fifteen (15) days' prior written notice to the Mortgagee, Mortgagor and Trustee. No claim shall be made and no suit or action at law or in equity shall be brought by the Mortgagee or by anyone claiming by, through or under the Mortgagee, against Mortgagor for any damage to the Project covered by the insurance provided for by this Section 4, however caused, but nothing in this subsection shall diminish Mortgagor's obligation to repair or rebuild to the extent provided in Section 6. The Mortgagor shall have the

sole right and responsibility to adjust any loss with the insurer involved and to conduct any negotiations in connection therewith, provided that so long as the Bond remains outstanding and unpaid no settlement of claim in excess of $50,000 shall be effected without the written consent of the Trustee, which consent shall not be unreasonably withheld.

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

6. As long as no Event of Default, as set forth in Section 9 hereof, exists, unless the Mortgagor shall have then or theretofore exercised its option to prepay the Note in whole pursuant to Section 7.1 of the Loan Agreement, or unless the Mortgagor shall be obligated to prepay the Note pursuant to Section 7.2 of the Loan Agreement, if prior to full payment of the Bond (or provision for payment thereof having been made in accordance with the provisions of the Indenture) the Project is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss under the insurance required to be carried pursuant to Sections 4(a) and 4(b) hereof resulting from such destruction or damage is not greater than $50,000, the Mortgagor (i) will promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction; with such changes, alterations and modifications (including the substitution and addition of other property which shall become subject to the lien of this Mortgage) as may be desired by the Mortgagor and as will not impair the value or the character of the Project as a commercial building and (ii) will apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from such claims for losses, as well as any additional moneys of the Mortgagor necessary therefor. Notwithstanding anything to the contrary, the Mortgagor shall not repair, rebuild or restore unless the IDOT Lease (as defined in the Loan Agreement) remains in full force and effect. If the IDOT Lease does not so remain in full force and effect, the Net Proceeds shall be used to prepay the Bond and Note. All Net Proceeds of insurance resulting from such claims for losses not in excess of $50,000 shall be paid to the Mortgagor.

As long as no Event of Default, as defined herein, exists, unless the Mortgagor shall have then or theretofore exercised its option to prepay the Note in whole pursuant to Section 7.1 of the Loan Agreement, or unless the Mortgagor shall be obligated to prepay the Note pursuant to Section 7.2 of the Loan Agreement, if prior to full payment of the Bond (or provision for payment thereof having been made in accordance with

the provisions of the Indenture) the Project is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss under the insurance required to be carried pursuant to Section 4(a) and Section 4(b) hereof resulting from such destruction or damage is in excess of $50,000, the Mortgagor shall promptly give written notice thereof to the Trustee. All Net Proceeds of insurance resulting from such claims (for losses in excess of $50,000) shall be paid to and held by the Trustee in a separate trust account, whereupon the Mortgagor will pay in advance of commencement of any work into such trust account moneys sufficient together with such Net Proceeds of insurance to pay the cost of repair, rebuilding or restoration of the Project and will proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Mortgagor and as will not impair the value or the character of the Project as a commercial building and are subject to Mortgagees prior written approval as to all such changes, alterations or modification, and such moneys shall be disbursed similar to the disbursement of moneys for the construction of the Project pursuant to the provisions of the Loan Agreement. Each requisition of payment of the Mortgagor shall be accompanied by a certificate of an architect or engineer or other qualified person (who shall be selected by the Mortgagor and be satisfactory to the Trustee) in charge of the rebuilding, repairing or restoring, dated not more than thirty days prior to such direction, setting forth in substance that (a) the sum then directed to be applied has been paid by the Mortgagor to, is justly due to, or is required as a deposit by, contractors, subcontractors, materialmen, engineers, architects or other persons who shall have rendered services or furnished materials or improvements for the rebuilding, repairing or restoring therein specified; the names of such persons, a brief description of such services or materials or improvements and the several amounts so paid or due to each of such persons; and a statement that none of the costs of the services or materials or improvements described in such certificate has been or is being made the basis of any previous or then pending direction for payment under this Section and that the sum then directed to be applied does not exceed the value of the services or materials or improvements described in in the certificate, and (b) that, except for the amount, if any, stated (pursuant to (a) preceding) in such certificate to be due for services or materials or improvements, there is not outstanding any indebtedness known to the persons signing such certificate which is then due for labor, wages, materials, supplies or services in connection with the repairing, rebuilding, or restoring which, if unpaid might become the basis of vendors', mechanics', laborers' or materialmen's liens (other than those being contested as provided in Section 2 hereof), upon the Project or any part thereof. The Mortgagor shall also furnish to the Trustee such additional assurances, including but not limited to mechanics' lien waivers and sworn statements, title insurance policies and

other undertakings as may be reasonably required by the Trustee to assure the proper completion of the rebuilding, repairing or restoration. In the event said Net Proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Mortgagor will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said Net Proceeds or will advance to the Mortgagee and the Trustee the moneys necessary to complete said work, in which case the Mortgagee will proceed so to complete said work.

Notwithstanding anything to the contrary in this paragraph, the Mortgagor shall not repair, rebuild or restore unless the IDOT Lease remains in full force and effect. If the IDOT Lease does not so remain in full force and effect, the Net Proceeds shall be used to prepay the Bond and the Note.

Any moneys held by the Trustee in the separate trust account under the provisions of the preceding paragraph may, at the written request of the Authorized Borrower Representative, be invested or reinvested by the Trustee in the investments enumerated in Section 5.7 of the Loan Agreement and the Arbitrage Regulation Agreement (as defined in the Loan Agreement). The Mortgagor shall forthwith pay to the Trustee for deposit into the trust account the amount of any losses on such investments.

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

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

7. Unless the Mortgagor shall then or theretofore exercise its option to prepay the Note in whole pursuant to Section 7.1 of the Loan Agreement, or unless the Mortgagor shall be obligated to prepay the Note pursuant to Section 7.2 of the Loan Agreement, if prior to full payment of the Bond (or provision for payment thereof having been made in accordance with the provisions of the Indenture) title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Mortgagor shall be obligated to continue to make the payments under the Loan Agreement, the Note and this Mortgage. The Mortgagee, the Mortgagor and the Trustee will cause the Net Proceeds received by them or any of them from any award made in such eminent domain proceedings to be paid to and

held by the Trustee in a separate trust account, to be applied in one or more of the following ways as shall be directed in writing by Mortgagor, provided however that the Trustee shall not be required to apply any such Net Proceeds for the purposes set forth in (a) or (b) below (i) so long as any default or event of default shall have occurred and be continuing under the Loan Agreement or under the Indenture, or (ii) unless the Mortgagor shall have deposited into such trust account moneys sufficient, together with such Net Proceeds, for the restoration or acquisition of other improvements as required by (a) or (b) below:

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

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

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

Unless the Mortgagor shall have exercised its option to prepay the Note in whole pursuant to Section 7.1 of the Loan Agreement, or unless the Mortgagor shall be obligated to prepay the Note pursuant to Section 7.2 of the Loan Agreement, within ninety days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Mortgagor shall direct the Mortgagee and the Trustee in writing as to which of the ways specified in this Section the Mortgagor elects to have the condemnation award applied provided however that if within sixty days of receipt of such Net Proceeds, Mortgagor shall not have elected to apply the Net Proceeds pursuant to (a) or (b) above or shall have failed to comply with the requirements thereof, the Net Proceeds shall be applied as set forth in (c) above. Any balance of the Net Proceeds of the award in such eminent domain proceedings shall be paid into the Bond Fund. If the Bond has been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), all Net Proceeds will be paid to the Mortgagor.

Notwithstanding anything to the contrary in this paragraph, the Mortgagor shall not elect option (a) or (b) above unless the IDOT Lease remains in full force and effect. If the IDOT Lease does not so remain in full force and effect, option (c) shall be elected.

8. In the event Mortgagor shall fail (i) to keep the Project in safe condition, (ii) to keep the Buildings and all other improvements forming part of the Project in good repair and in good operating condition, and otherwise fulfill the requirements of Section 2(ii) hereof, (iii) to pay or cause to be satisfied and discharged any mechanics' or other liens filed or established against the Project (other than Permitted Encumbrances) not expressly subordinated to the lien of this Mortgage as required by Section 2 hereof, or otherwise indemnified pursuant to Section 2, (iv) to pay all taxes or their equivalent, assessments or other governmental or utility charges as required by Section 3 hereof or (v) to maintain the insurance required by Section 4 hereof, the Mortgagee or the Trustee may (but shall be under no obligation to) take such action, including the advancement of amounts of money, as may be necessary to cure such failure after first giving ten days' notice in writing to Mortgagor, and all amounts so advanced therefor by the Mortgagee or the Trustee shall become an additional obligation of Mortgagor to the one making the advance, which amounts, together with interest thereon at a rate of interest equal, as of any time, to the Default Interest Rate applicable to the Taxable Floating Interest Rate (as said terms are defined in the Loan Agreement) Mortgagor agrees to pay on demand. Inaction of Mortgagee or the Trustee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of the Mortgagor. The Mortgagee or Trustee, in making any payment here authorized, may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of

such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagor shall pay when due each item of indebtedness herein mentioned, including the principal of, premium and interest on the Note, according to the terms hereof and of the Note. Without notice to Mortgagor, all unpaid indebtedness secured hereby and all Additional Indebtedness (as defined in the Loan Agreement) and all interest thereon shall, notwithstanding anything in the Note, the Loan Agreement, the Indenture or in this Mortgage to the contrary, become due and payable upon the occurrence of an "Event of Default" as defined in Section 901 of the Indenture.

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

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

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

(c) Upon the bringing of any suit to foreclose this Mortgage, Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the

solvency or involvency of Mortgagor or the then value of the Project, to the extent permitted by applicable law, be entitled to have itself appointed and become mortgagee in possession for all or any part of the Project and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of the Mortgagee as such mortgagee in possession and shall not oppose any such appointment. Any such mortgagee in possession may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Project or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom and income, rents, issues and profits accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

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

(e) If at any foreclosure proceeding the Project shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, Mortgagee, as judgment creditor, shall be entitled to the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency.

(f) Upon the happening of any "Event of Default" under the Indenture (as set forth in Section 9 hereof), Mortgagor in furtherance of, and not by way of limitation of, the granting clauses of this Mortgage, hereby bargains, sells, assigns and sets over to Mortgagee all rents, issues and profits of the Project, which, whether before or after foreclosure, until the full and complete payment of said indebtedness and performance of all obligations, covenants or agreements hereunder, shall accrue and be owing for the

use and occupation of the Project, or of any part thereof. For the purpose aforesaid, Mortgagor does hereby constitute and appoint Mortgagee its attorney in fact irrevocably in its name to receive, collect and receipt for all sums due or owing for such use, rents and occupation, as the same may accrue; and out of the amount so collected to pay and discharge all unpaid indebtedness hereby secured. For the purpose aforesaid, Mortgagee may enter and take possession of the Project and manage and operate the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Project. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Project and used by the Mortgagor in the rental or leasing thereof or any part thereof. The right to enter and take possession of the Project and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

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

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

13. No remedy or right of Mortgagee shall be exclusive of, but shall be cumulative and in addition to, every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to

exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

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

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

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

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

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

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

20. All notices, certificates and other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows: If to the Mortgagee at Room 780, Two North LaSalle Street, Chicago, Illinois 60602, Attention: Executive Director; if to the Mortgagor at 135 South LaSalle Street, Chicago, Illinois 60690, with a copy to Schaumburg Tech III Partnership, at 3000 Glenview Road, Wilmette, Illinois 60901; and if to the Trustee at 77 West Washington Street, Chicago, Illinois 60602. A duplicate copy of each notice, certificate or other communication given hereunder by the Mortgagee or the Mortgagor to the other shall also be given to the Trustee and Robert H. Shadur at Greenberger, Krauss & Jacobs, 180 North LaSalle Street, Chicago, Illinois 60601. The Mortgagee, the Mortgagor and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

22. No general partner of the Mortgagor shall be held to any personal liability nor shall resort be had to its or his private property for satisfaction of any obligation or claim arising out of this Mortgage, it being agreed that the liability of said general partners shall be limited only to the collateral described in this Mortgage.

This Mortgage is signed by LaSalle National Bank, Chicago, Illinois, not individually but solely as Trustee under a certain Trust Agreement known as LaSalle National Bank, Trust Number 108540 dated June 21, 1984. Said Trust Agreement is hereby made a part hereof and any claim against said Trustee which may result herefrom shall be payable only out of any trust property which may be held hereunder. Any and all personal liability (including liability relating to releases or indemnification) of LaSalle National Bank, Chicago, Illinois, is hereby expressly waived by the parties hereto and their respective successors and assigns.

85344047

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

LASALLE NATIONAL BANK,
as Trustee of Trust No. 108540
dated June 21, 1984 and not
individually

By _____
Its Assistant Vice President

(SEAL)

Attest:

By _____
Its Assistant Secretary

SCHAUMBURG TECH III PARTNERSHIP

By: JON CONSTRUCTION, INC.

By _____
Its _____

(SEAL)

Attest:

By _____
Its Asst. Sec.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1985 DEC 31 PM 1:43

85344047

85344047

8 5 3 4 4 0 4 7

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31st day of December, 1985, by James A. Clark and Rita Slimm Walter who are respectively Assistant Vice President and Assistant Secretary of LaSalle National Bank, a National banking association, on behalf of said association.

GIVEN under my hand and notarial seal this 31st day of December, 1985.

Martha Ann Brooks
Notary Public in and for Cook County, Illinois

(SEAL)

My commission expires: 8-30-87

85344047

8 5 3 4 4 0 4 7

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 30th day of December, 1985 by Randolph F. Thomas and Joseph Ash who are respectively Vice-President and Asst. Sec. of Jon Construction, Inc., an Illinois corporation, on behalf of said corporation.

GIVEN under my hand and notarial seal this 30th day of December, 1985.

Notary Public in and for Cook County, Illinois

(SEAL)

My commission expires: April 30, 1988

85344047

Schedule 8 T5 3 4 4 0 4 7

LEGAL DESCRIPTION

ALL OF LOT 12 IN THE TOLLWAY CENTER OF SCHAUMBURG UNIT 1, BEING A RESUBDIVISION OF LOT 1 AND PART OF LOT 2 IN HIGHLAND WOODS INDUSTRIAL CENTER IN FRACTIONAL SECTION 3, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1982 AS DOCUMENT NO. 26400990 AND REGISTERED NOVEMBER 4, 1982 AS DOCUMENT NO. LR 3281084 TOGETHER WITH THAT PART OF LOT 2 IN HIGHLAND WOODS INDUSTRIAL CENTER, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 3, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 25398072, DESCRIBED AS FOLLOWS; BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT 2 WITH A LINE 325.22 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, SAID POINT OF BEGINNING BEING ALSO THE SOUTHWEST CORNER OF LOT 12 IN THE TOLLWAY CENTER OF SCHAUMBURG UNIT 1, AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 2, SAID PARALLEL LINE BEING ALSO THE SOUTH LINE OF LOT 12 IN TOLLWAY CENTER OF SCHAUMBURG UNIT 1, AFORESAID, 262.14 FEET TO THE WEST LINE OF CENTER COURT (FORMERLY KNOWN AS GOEDE DRIVE); SAID POINT BEING ALSO THE SOUTHEAST CORNER OF LOT 12 IN THE TOLLWAY CENTER OF SCHAUMBURG UNIT 1, AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE OF CENTER COURT, 60.78 FEET TO A POINT OF CURVATURE IN SAID WEST LINE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID CENTER COURT, BEING A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 163.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 247.42 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 43 DEGREES 29 MINUTES 04 SECONDS EAST, 224.34 FEET); THENCE SOUTH 86 DEGREES 58 MINUTES 07 SECONDS EAST ALONG THE SOUTH LINE OF CENTER COURT, 126.65 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 04 SECONDS WEST, 265.89 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 80 DEGREES 54 MINUTES 39 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, 550.61 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 12 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, 409.17 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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