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## MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT

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the indebtedness arising pursuant to that certain Sales Agreement dated as of September 11, 1986 by and between Mortgagor and Mortgagee and any such sales agreements or consignment agreements or assignment and sales agreements as the parties may enter into from time to time, and also including, without limitation, any other agreements entered into by the parties

including, without limitation, the indebtedness arising pursuant to that certain Sales Agreement dated as of September 11, 1986 by and between Mortgagor and Mortgagee and any such other sales agreements or consignment agreements or assignment and sales agreements as the parties may enter into from time to time

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Mortgage") is made as of August 13, 1986, by and between: WIEBOLDT STORES, INC. (herein, together with its successors and assigns, called the "Mortgagor"), a corporation duly organized and validly existing under the laws of the State of Illinois and having its office at One North State Street, Chicago, Illinois 60602; and AMA/WSI, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware and having its office at 745 Fifth Avenue, New York, New York 10151 (herein, together with its successors and assigns, called the "Mortgagee").

### R E C I T A L S :

A. Land. The Mortgagor is the owner of the land (the "Fee Land") described on Exhibit A attached hereto. In the case of the existence of a leasehold estate in the land listed on Exhibit B attached hereto (the "Leasehold Land"), the Mortgagor is also the owner of the Leasehold Land. (The Fee Land and the Leasehold Land are referred to collectively herein as the "Land".)

B. The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the following: any and all liabilities, obligations and indebtedness of any type or description, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, recourse or "nonrecourse", whether or not pursuant to a written instrument, now or hereafter existing or due or to become due, owing by the Mortgagor to the Mortgagee including, without limitation, [in connection with the sale or other transfer of inventory to the Mortgagor or in connection with services provided by the Mortgagee to the Mortgagor; all of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Mortgagor in, under or pursuant to this Mortgage or any Indebtedness Instrument (hereinafter defined)]; any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or

**THIS IS A JUNIOR MORTGAGE THE LIEN OF WHICH IS SUBORDINATE TO THE SUPERIOR MORTGAGE AS DESCRIBED HEREIN.**

This document is being rerecorded to provide a more definite description of the Liabilities described in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement recorded September 10, 1986 as Document Number 86403921.

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all of the Collateral (hereinafter defined), perform any obligation of the Mortgagor hereunder or collect any amount owing to the Mortgagee which is secured hereby; provided, however, that the maximum principal amount of the Liabilities shall not exceed the sum of \$25,000,000.00 plus the total amount of all advances made by the Mortgagee to protect the Collateral and the security interest and lien created hereby; interest (if any) on all of the foregoing; and all costs of enforcement and collection of this Mortgage and the Liabilities.

C. The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all of the following:

(i) Real Estate. All of the Land, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) Leasehold Estate. All present and future estate, right, title and interest of Mortgagor, as lessee, in and to the Leasehold Land which is created under or pursuant to or arises out of the lease described in Exhibit B (the "Wieboldt Lease") (if any), and all present and future amendments, extensions, renewals and supplements, including all of Mortgagor's unexpired estate, title, interest and term of years in the Leasehold Land by virtue of the Wieboldt Lease and any and all credits, deposits, options to renew or extend, options to purchase, rights and privileges of Mortgagor thereunder (all of the foregoing is herein referred to collectively as the "Leasehold Estate");

(iii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate, together with all building or con-

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struction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures, conveyors, material storage and handling equipment, and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(iv) Personal Property. All building materials, goods, construction materials, appliances (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, dishwashers, clothes washers and dryers, water heaters and similar equipment), supplies, blinds, window shades, awnings, carpeting, floor coverings, elevators, office equipment, growing plants, fire sprinklers and alarms, control devices, equipment (including motor vehicles and all window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, air conditioning, pest control and other equipment), tools, furnishings, furniture, display cases, racks, shelving, light fixtures, non-structural additions to the Real Estate, and all other tangible property of any kind or character now or hereafter owned by the Mortgagor and used or useful in connection with the Premises (but excluding all inventory, Mortgagee's first priority security interest in which is governed by the Security Agreement dated as of September 8, 1986 between Mortgagor and Mortgagee (the "Security Agreement")), any construction undertaken on the Real Estate, any trade, business or other activity (whether or not engaged in for profit) for which the Real Estate is used, the maintenance of the Real Estate or the convenience of any guests, licensees or invitees of the Mortgagor, all regardless of whether located on the Real Estate or located elsewhere for purposes of fabrication, storage or otherwise, including (without limitation) all rights under and to the escrow account(s) established and maintained pursuant to Section 20 of Article I hereinbelow (all of the foregoing is herein referred to collectively as the "Goods");

(v) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate, the Leasehold Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

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(vi) Leases. All rights of the Mortgagor under all leases (including, without limitation, the Wieboldt Lease), licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate, the Leasehold Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

(vii) Plans. All rights of the Mortgagor to plans and specifications, designs, drawings and other matters prepared for any construction on the Real Estate (all of the foregoing is herein called the "Plans");

(viii) Contracts for Construction. All rights of the Mortgagor under any contracts executed by the Mortgagor as owner with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Contracts for Construction");

(ix) Contracts for Sale or Financing. All rights of the Mortgagor as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Mortgagor has, with the consent of the Mortgagee, obtained the agreement of any person to pay or disburse any money for the Mortgagor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "Contracts for Sale"); and

(x) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate, the Leasehold Estate or the Improvements, and all proceeds (including, without limitation, insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate, the Leasehold Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises".)

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## G R A N T

NOW, THEREFORE, for and in consideration of the Mortgagee's making, now or hereafter, any loan, advance or other financial accommodation to or for the benefit of the Mortgagor, and in consideration of the various agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the liabilities,

THE MORTGAGOR HEREBY MORTGAGES, CONVEYS, GRANTS, BARGAINS, SELLS, TRANSFERS AND ASSIGNS AND WARRANTS TO THE MORTGAGEE, AND GRANTS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL,

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State or other jurisdiction in which the Land is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof it is well seized of the Premises, and of a good, indefeasible estate therein, in fee simple (except for the Leasehold Land, as to which the Mortgagor is the owner and holder of the Leasehold Estate); that the Collateral is free from all encumbrances whatsoever (and any claim of any other person thereto) other than the Superior Mortgage (hereinafter defined) and the encumbrances affecting the Collateral set forth in Exhibit L of the Loan Agreement, dated as of December 19, 1955, among the Mortgagor, Household Commercial Financial Services, Inc., and certain other parties, as amended, ("Permitted Exceptions"); that it has good and lawful right to sell, mortgage and convey the Collateral; and that it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever.

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I.

## COVENANTS AND AGREEMENTS OF MORTGAGOR

Further to secure the full, timely and proper payment and performance of the Liabilities, the Mortgagor hereby covenants, warrants and agrees with the Mortgagee as follows:

1.1 Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, all of the Liabilities (including fees and charges). All sums payable by the Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. Mortgagor waives all rights now or hereinafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense.

1.2 Payment of Taxes. The Mortgagor will pay, at least five business days before delinquent, all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and will pay before due any tax or other charge on the interest or estate in lands created or represented by this Mortgage, whether levied against the Mortgagor or the Mortgagee or otherwise, and will upon request submit to the Mortgagee within five (5) days after payment thereof, all receipts showing payment of all of such taxes, assessments and charges. The Mortgagor's making payments and deposits required by the provisions of Section 1.20 shall not relieve the Mortgagor of, or diminish in any way, its obligations as set out in this Section 1.2.

1.3 Maintenance and Repair. Except to the extent otherwise permitted or required herein, the Mortgagor will: not abandon the Premises; not do or suffer anything to be done which would depreciate or impair the value of the Collateral or the security of this Mortgage; not remove or demolish any of the Improvements; pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; not make any material changes, additions or alterations to the Premises or the Improvements except as required by any Superior Financing Document (hereinafter defined) or any applicable governmental requirement or as otherwise approved in writing by the Mortgagee; maintain, preserve and keep the Goods and the Improvements in good, safe and insurable condition and repair and promptly make any needful and proper repairs, replacements, renewals,

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additions or substitutions required by wear, damage, obsolescence or destruction; promptly restore and replace any of the Improvements or Goods which are destroyed or damaged; not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds and abutting streets and sidewalks in good and neat order and repair.

1.4 Sales; Liens. The Mortgagor will not: sell, assign, transfer, convey, lease or otherwise dispose of, or permit to be sold, assigned, transferred, conveyed, leased or otherwise disposed of, the Collateral or any part thereof or any interest (whether legal, beneficial or otherwise) or estate in any thereof; remove any of the Collateral from the Premises or from the State in which the Real Estate is located, except that Mortgagor may replace furniture, furnishings, fixtures and equipment with new items of equal or better quality not subject to liens, and may also remove and dispose of obsolete furniture, fixtures and equipment; or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Collateral or any part thereof, except those of current taxes not delinquent and the Permitted Exceptions.

1.5 Access by Mortgagee. The Mortgagor will at all times: deliver to the Mortgagee either all of its executed originals or certified copies of all Leases, agreements creating or evidencing Plans, Contracts for Construction, Contracts for Sale, all amendments and supplements thereto, and any other document which is, or which evidences, governs, or creates, Collateral; permit at reasonable times access by the Mortgagee to its books and records, construction progress reports, tenant registers, sales records, offices, insurance policies and other papers for examination and the making of copies and extracts; prepare such schedules, summaries, reports and progress schedules as the Mortgagee may request; and permit the Mortgagee and its agents and designees, at all reasonable times, to enter on and inspect the Premises.

1.6 Stamp and Other Taxes. If the Federal, or any state, county, local, municipal or other, government or any subdivision of any thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income tax on the Mortgagee's receipt of interest payments on the principal portion of any indebtedness secured hereby), assessment or imposition upon this Mortgage, the Liabilities, any other document executed in connection therewith, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to this Mortgage, or

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any other such document, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee, then such event shall constitute a Default hereunder and all sums hereby secured shall become immediately due and payable at the option of the Mortgagee.

1.7 Insurance. The Mortgagor will at all times maintain (or cause to be maintained) on the Goods, the Improvements and on all other Collateral, all insurance reasonably required at any time or from time to time by the Mortgagee or by the provisions of any Superior Financing Instrument and in any event fire and extended coverage insurance for the benefit of the Mortgagee, to the full extent of the Mortgagee's interest therein, against loss or damage (whether to such Collateral or Improvements or by loss of rentals, if normally carried by Mortgagor, business interruption, loss of occupancy or other damage therefrom) from such hazards as may be reasonably requested by the Mortgagee from time to time, including (without limitation) fire, windstorm, tornado, hail, disaster, earthquake, vandalism, riot, malicious mischief (and including plate glass and boiler insurance, and war risk insurance if then available), insurance against flood if required by the Federal Flood Disaster Protection Act of 1973 and regulations issued thereunder, and, during any construction, builder's completed value risk insurance against "all risks of physical loss" (including collapse and transit coverage), and all other insurance commonly or, in the reasonable judgment of the Mortgagee, prudently maintained by those whose business, improvement to, and use of real estate is similar to that of the Mortgagor, and that it will maintain comprehensive public liability, dram shop, employer's liability and workmen's compensation insurance, all in amounts reasonably satisfactory to the Mortgagee, and all of such insurance to be maintained in such form and with such companies as shall be approved by the Mortgagee, and to deliver to and keep deposited with the Mortgagee all certificates and copies of all policies of such insurance and renewals thereof, with premiums prepaid, and with mortgagee and loss payable clauses satisfactory to the Mortgagee, and non-cancellation clauses providing for not less than 30 days' prior written notice to the Mortgagee, attached thereto in favor of the Mortgagee, its successors and assigns. The Mortgagor agrees that any loss paid to the Mortgagee under any of such policies shall be applied pursuant to Section 1.8A below. Until a Default has occurred, the Mortgagor hereby empowers the Mortgagee to jointly settle, compromise and adjust with

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Mortgagor any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral. Neither Mortgagee nor Mortgagor shall unreasonably delay settlement of any such claims or rights. In the event of a Default hereunder, the Mortgagor hereby empowers the Mortgagee, in its sole and unreviewable discretion, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral. 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 and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act hereunder.

1.8 Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation and awards of any kind whatsoever (referred to collectively herein as "Condemnation Awards") which may be paid for any property taken or for damages to any property not taken (all of which the Mortgagor hereby assigns to the Mortgagee), and all Condemnation Awards so received shall be forthwith applied by the Mortgagee pursuant to Section 1.8A below. Until a Default has occurred, the Mortgagor hereby empowers the Mortgagee to jointly settle, compromise and adjust with Mortgagor any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof. Neither Mortgagee nor Mortgagor shall unreasonably delay settlement of any such claims or rights. In the event of a Default hereunder, the Mortgagor hereby empowers the Mortgagee, in its sole and unreviewable discretion, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof.

1.8A. Application of Insurance and Condemnation Proceeds.

(a) All compensation, awards, proceeds, damages, claims, insurance recoveries, Condemnation Awards, rights of action and payments which Mortgagor may receive or to which Mortgagor may become entitled with respect to the Collateral or any part thereof in the event of any damage or injury to or a partial condemnation or other partial taking of the Collateral shall be paid over to Mortgagee and shall be

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applied first toward reimbursement of all costs and expenses of Mortgagee in connection with recovery of the same, and then shall be applied, as follows:

(1) Mortgagee shall consent to the application of such payments to the restoration of the Collateral so damaged if and only if Mortgagor fulfills all of the following conditions not waived in writing by Mortgagee except that if such payments are less than or equal to \$200,000.00 then Mortgagor need not fulfill the conditions described in clause (ix) (a breach of which shall constitute a Default under this Mortgage and shall entitle the Mortgagee to exercise all rights and remedies Mortgagee may have in such event): (i) that no Default has occurred under this Mortgage or any other document or instrument evidencing any of the Liabilities or any document executed in connection therewith ("Indebtedness Instrument"); (ii) that, in Mortgagee's reasonable judgment, the completion of such restoration and rebuilding shall occur prior to the maturity of any outstanding Indebtedness Instrument (if applicable); (iii) that Mortgagor has in force business interruption insurance covering the longer of one (1) year or the time Mortgagee estimates will be necessary to complete such restoration and rebuilding; (iv) Mortgagee is satisfied that during the period from the time of damage or taking until restoration and rebuilding is completed (the "Gap Period") Mortgagor's net income from all its retail operations relating to all its properties during such Gap Period are sufficient, in Mortgagee's reasonable opinion, to pay (x) the Liabilities and (y) all other debts and obligations of the Mortgagor as they become due; (v) the Mortgagee is satisfied that the insurance or award proceeds shall be sufficient to fully restore and rebuild the Collateral free and clear of all liens except the lien of this Mortgage and the Permitted Exceptions, or in the event that such proceeds are in Mortgagee's reasonable judgment insufficient to restore and rebuild the Collateral, then Mortgagor shall deposit the shortfall with Mortgagee; (vi) that the excess of said insurance or award proceeds above the amount necessary to complete such restoration or rebuilding, if any, shall be applied as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby; (vii) construction and completion of restoration and rebuilding of the Collateral shall be completed in accordance with plans and specifications and drawings submitted to and approved by Mortgagee, which plans, specifications and drawings shall not be substantially modified, changed or revised without the Mortgagee's prior written consent and shall be in conformity with all governmental regulation, including (without limita-

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tion) building, zoning, land use and environmental regulations; (viii) Mortgagee shall also have approved all prime and subcontractors, and the general contract or contracts the Mortgagor proposes to enter into with respect to the restoration and rebuilding; (ix) any and all monies which are made available for restoration and rebuilding hereunder shall be invested in U.S. Government securities for the benefit of Mortgagor and shall be disbursed through Mortgagee, Chicago Title and Trust Company, or a title insurance and trust company satisfactory to Mortgagee, in accord with standard construction lending practice, including, if requested by Mortgagee, monthly lien waivers and title insurance date-downs, and the provisions of payment and performance bonds by Mortgagor, or in any other manner approved by Mortgagee in Mortgagee's sole discretion; and (x) the insurer shall waive all claims over which the insurer might be entitled against the Mortgagor after payment of the insurance proceeds to Mortgagee.

(2) If less than all of conditions (i) through (x) in subsection (1) above are either satisfied or waived by Mortgagee, then such payments shall be applied to the payment or prepayment of any indebtedness secured hereby in such order as Mortgagee may determine.

(b) If any material part of the Collateral is damaged or destroyed and the loss is not adequately covered by insurance proceeds collected or in the process of collection, Mortgagor shall deposit, within ten (10) days of the Mortgagee's request therefor, the amount of the loss not so covered, provided Mortgagee has otherwise consented to the restoration of the Collateral so damaged or destroyed.

(c) All compensation, awards, proceeds, damages, claims, insurance recoveries, Condemnation Awards, rights of action and payments which Mortgagor may receive or to which Mortgagor may become entitled with respect to the Collateral in the event of a total condemnation or other total taking of the Collateral shall be paid over to Mortgagee and shall be applied first toward reimbursement of all costs and expenses of Mortgagee in connection with recovery of the same, and then shall be applied to the payment or prepayment of any indebtedness secured hereby in such order as Mortgagee may determine, until the indebtedness secured hereby has been paid and satisfied in full. Any overplus remaining after payment and satisfaction of the indebtedness secured hereby shall be paid to Mortgagor as its interest may appear.

(d) Any application of such amounts or any portion thereof to any indebtedness secured hereby shall not be construed to cure or waive any default or notice of default

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hereunder or invalidate any act done pursuant to any such default or notice.

1.9 Governmental Requirements. The Mortgagor will at all times fully comply with, and cause the Collateral and the use and condition thereof fully to comply with, all federal, state, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders and decrees of any kind whatsoever that apply or relate to the Mortgagor or the Collateral or the use thereof, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions (including, without limitation, those relating to land use and development, landmark preservation, construction, access, water rights and use, noise and pollution) which are applicable to the Mortgagor or have been granted for the Collateral or the use thereof.

1.10 No Mechanics' Liens. The Mortgagor will not do or permit to be done any act or thing, and no person shall have any right or power to do any act or thing, whereby any mechanics' lien under the laws of the state where the Premises are located can arise against or attach to the Premises or any part thereof unless such lien shall first be wholly waived as against this Mortgage. In addition, it is further expressly made a covenant and condition hereof that the lien of this Mortgage shall extend to any and all improvements and fixtures now or hereafter on the Premises, prior to any other lien thereon that may be claimed by any person, so that, to the extent permitted by law, subsequently accruing claims for lien on the Premises shall be junior and subordinate to this Mortgage. All contractors, subcontractors, and other parties dealing with the Premises, or with any parties interested therein, are hereby required to take notice of the above provisions.

1.11 Continuing Priority. The Mortgagor will pay such fees, taxes and charges, execute and file (at the Mortgagor's expense) such financing statements, obtain such acknowledgements or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee may from time to time request to establish and maintain a valid and perfected first and prior lien on and security interest in the Collateral and to provide for payment to the Mortgagee directly of all cash proceeds thereof, with the Mortgagee in possession of the Collateral to the extent it requests; maintain its executive office and principal place of business at all times at the address shown above or at such other address in Illinois specified from time to time by written notice to Mortgagee; keep all of its books and records relating to the Collateral

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on the Premises or at such address; keep all tangible Collateral on the Real Estate except as the Mortgagee may otherwise consent in writing; make notations on its books and records sufficient to enable the Mortgagee, as well as third parties, to determine the interest of the Mortgagee hereunder; and not collect any rents or the proceeds of any of the Leases (other than security deposits, deposits for the payment of taxes, assessments and insurance, and deposits for tenant improvements) more than 30 days before the same shall be due and payable except as the Mortgagee may otherwise consent in writing.

1.12 Utilities. The Mortgagor will pay all utility charges incurred in connection with the Collateral and maintain all utility services available for use at the Premises.

1.13 Contract Maintenance; Other Agreements. The Mortgagor will, for the benefit of the Mortgagee, fully and promptly perform each obligation and satisfy each condition imposed on it under any Contract for Sale, Contract for Construction, Lease or other agreement so that there will be no default thereunder and so that the persons (other than the Mortgagor) obligated thereon shall be and remain at all times obligated to perform for the benefit of the Mortgagee; and the Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a basis or justification for any such person to avoid such performance.

1.13A. Leasehold Estate. In the case of the existence of a leasehold estate in the land listed on Exhibit B attached hereto (the "Leasehold Land"), Mortgagor represents to and covenants with Mortgagee that the Wieboldt Lease is valid and binding, in full force and effect, unamended and unmodified and free from default by either or both of the lessee and lessor thereunder. In addition, Mortgagor, to the extent necessary to comply with the Superior Financing Documents, will promptly pay, or cause to be paid, all rents, charges and other sums or amounts required to be paid by Mortgagor or any other lessee under the terms of the Wieboldt Lease, and will further timely and fully keep and perform all of the covenants, terms, conditions and provisions of the Wieboldt Lease required to be performed and complied with by the tenant thereunder, and will not do or suffer to be done anything the doing of which, or refrain from doing anything the omission of which, will impair the security of this Mortgage or be grounds for a default under the Superior Financing Documents.

1.14 Agreements Affecting the Collateral. The Mortgagor shall keep, observe, perform and comply with all covenants, conditions and restrictions affecting the Premises, any operating agreements or other writings relating to the

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Collateral, and all Leases, instruments and documents relating thereto or evidencing or securing any indebtedness secured thereby.

1.15 No Assignments; Future Leases. The Mortgagor will not cause or permit any Rents, issues, profits, Leases, Contracts for Sale, or other contracts relating to the Premises, or any interest in any thereof, to be assigned, transferred, conveyed, pledged or disposed of, to any party other than the Mortgagee, other than pursuant to any Superior Mortgage, without first obtaining the express written consent of the Mortgagee thereto. In addition, the Mortgagor shall not cause or permit all or any portion of or interest in the Premises to be leased (including any renewals or extensions of any leases) or subleased (the foregoing words "leased", "subleased", "renewals" and "extensions" having the same respective meanings for purposes hereof as they do in the law of landlord and tenant) directly or indirectly to any person, except pursuant to written leases approved by the Mortgagee, except for any lease of a department ("Department Lease") made in the ordinary course of business (a) rented on fair market terms, (b) for which the term of each such Department Lease does not exceed 5 years (including any renewals or extensions thereof), and (c) the space leased for each such Department Lease does not exceed 20 percent of the total square footage contained in the department store on the Premises. Upon the request of Mortgagee, Mortgagor agrees to demonstrate to the reasonable satisfaction of Mortgagee that any such Department Lease is rented on fair market terms. Each and every lease entered into by or on behalf of the Mortgagor shall contain, at the Mortgagee's election, either (i) a provision to the effect that the tenant shall, at the request of the Mortgagee, deliver to the Mortgagee an instrument, in form and substance satisfactory to the Mortgagee, in which the tenant agrees that no action taken by the Mortgagee to enforce this Mortgage by foreclosure, or by accepting a deed in lieu of foreclosure, or by resorting to any other remedies available to the Mortgagee, shall terminate the lease or invalidate any of the terms thereof and that tenant will attorn to the Mortgagee, to the purchaser at a foreclosure sale, or to a grantee in a voluntary conveyance, and will recognize such entity as landlord for the balance of the term of the lease, providing that the Mortgagee will agree with the tenant that, as long as the tenant is not in default under any of the terms of its lease, the tenant's possession will not be disturbed by the Mortgagee, or (ii) subject to the prior written consent of Household Commercial Financial Services, Inc. (or any successor or assignee of its interest as mortgagee under the Amended Household Mortgage (hereinafter defined) (collectively, "Household")), a subordination clause providing that the lease and the interest of the lessee in the demised real

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estate are in all respects subject and subordinate to this Mortgage; provided, however, that in the event any such lease fails for any reason to contain either of such provisions, no proceeding by the Mortgagee to foreclose this Mortgage, or action by way of its entry into possession after any Default hereunder, shall in or of itself operate to terminate such lease unless the Mortgagee expressly requests such relief in writing, but the preceding provisions of this Section 1.15 shall never be construed as subordinating this Mortgage to any such lease or any other lease.

1.15 Financial and Other Reporting. From time to time and to such extent as the Mortgagee may request, the Mortgagor shall furnish the Mortgagee such information, schedules, certificates and reports respecting all or any of the Collateral as the Mortgagee shall reasonably request, all such information, schedules, certificates and reports to be certified by the chief financial officer of the Mortgagor and to be in such form and detail as the Mortgagee may reasonably specify.

1.17 Collections. Until such time as the Mortgagee shall notify the Mortgagor of the revocation of such power and authority, the Mortgagor will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Rents, Leases, Contracts for Sale and other Collateral, including the taking of such action with respect to such collection as the Mortgagee may reasonably request, or, in the absence of such request, as the Mortgagor may deem advisable. The Mortgagee, however, may, upon a Default hereunder, notify any parties obligated on any of the Rents, Leases, Contracts for Sale and other Collateral to make payment to the Mortgagee of any amounts due or to become due thereunder and enforce collection of any of the Rents, Leases, Contracts for Sale or other Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Mortgagee and upon Default hereunder, the Mortgagor will, at its own expense, notify any parties obligated on any of the Rents, Leases, Contracts for Sale or other Collateral to make payment to the Mortgagee of the amounts due or to become due thereunder. Except as the Mortgagee may otherwise consent in writing, the Mortgagor will forthwith, upon receipt, transmit and deliver to the Mortgagee, in the form received, all cash, checks, drafts, chattel paper and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by the Mortgagee) which may be received by the Mortgagor at any time in full or partial payment or other-

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wise as proceeds of any of the Collateral, except for personal property being replaced by Mortgagor. Any such items which may be received by the Mortgagor will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for the Mortgagee until delivery is made to the Mortgagee. All items or amounts which are delivered by the Mortgagor to the Mortgagee on account of partial or full payment or otherwise as proceeds of any of the Collateral shall be deposited to the credit of a deposit account acceptable to the Mortgagee (herein called the "Assignee Deposit Account") in the name of the Mortgagor and Mortgagee with a financial institution acceptable to the Mortgagee, as security for payment of the Liabilities. The Mortgagee may from time to time in its discretion, and shall upon request of the Mortgagor made not more than once in any one-week period, apply all or any part of the then-balance in the Assignee Deposit Account representing collected funds, toward payment of the Liabilities, whether or not then due, in such order of application as the Mortgagee may determine, and the Mortgagee may, from time to time, in its discretion, release all or any part of such balance to the Mortgagor. Except as provided herein, the Mortgagor shall have no right to withdraw any funds deposited in the Assignee Deposit Account. The Mortgagee is authorized to endorse, in the name of the Mortgagor, any item, howsoever received by it, representing any payment on or other proceeds (including insurance proceeds) of any of the Collateral and to endorse and deliver, in the name of the Mortgagor, any instrument, chattel paper or other item of Collateral held by the Mortgagee hereunder, in connection with the sale or collection of Collateral.

1.18 Mortgagee's Performance. If the Mortgagor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), the Mortgagee may (but need not), as agent or attorney-in-fact of the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner deemed expedient by the Mortgagee, and any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at the rate applicable after maturity as provided in any Indebtedness Instrument, shall be added to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand. By way of illustration and not in limitation of the foregoing, the Mortgagee may (but need not) do all or any of the following: make payments of principal or interest or other amounts on any lien, encumbrance or charge on any of the Collateral; complete construction; make repairs; collect

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rents; prosecute collection of the Collateral or proceeds thereof; purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof; contest any tax or assessment; and redeem from any tax sale or forfeiture affecting the Premises. In making any payment or securing any performance relating to any obligation of the Mortgagor hereunder, the Mortgagee shall (as long as it acts in good faith) be the sole judge of the legality, validity and amount of any lien or encumbrance and of all other matters necessary to be determined in satisfaction thereof. No such action of the Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes a Default (defined hereinafter).

1.19 Subrogation. To the extent that the Mortgagee, on or after the date hereof, pays any sum due under any provision of law or any instrument or document creating any lien prior or superior to the lien of this Mortgage, or the Mortgagor or any other person pays any such sum with the proceeds of any indebtedness secured hereby, the Mortgagee shall have and be entitled to a lien on the Collateral equal in priority to the lien discharged, and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Liabilities. Without limiting the generality of the foregoing, and in addition thereto (rather than in limitation thereof), the Mortgagee shall be subrogated, notwithstanding their release of record, to the respective liens of any mortgages, trust deeds, superior titles, vendors' liens, liens, charges, encumbrances, rights and equities on the Premises, to the extent that either (i) any obligation under any thereof is paid or discharged with proceeds of disbursements or advances under any indebtedness secured hereby or (ii) the release thereof was granted or delivered in complete or partial consideration for the granting of this Mortgage.

1.20 Reserve for Taxes, Assessments and Insurance. The Mortgagor covenants and agrees to pay to the Escrowee (defined hereinafter), monthly until the Liabilities are paid and satisfied in full, an amount in cash equal to the sum of one twelfth (1/12th) of all taxes and assessments which will become due and payable with respect to the Premises for that year and one twelfth (1/12th) of all premiums for insurance required hereunder which will become due for that year (all as estimated by the Mortgagee or the Escrowee, whichever estimate is greater). The Mortgagor shall also pay to the Escrowee, at least thirty (30) days prior to the due date of any taxes and assessments levied on, against or with respect to the Premises, and insurance

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premiums, such additional amount as may be necessary to provide the Escrowee with sufficient funds to pay any such tax or assessment or insurance premium at least fifteen (15) days in advance of the due date thereof. In addition to the foregoing, and without limiting the generality thereof, on the date of this Mortgage the Mortgagor will deposit with the Escrowee an amount in cash, to be held by the Escrowee as provided hereinafter, that is equal to the amount which the Escrowee reasonably estimates will be due and payable with respect to taxes and assessments and insurance premiums on the Premises for the period before and up to the date of this Mortgage but which have not yet been paid to the proper tax collecting agencies or insurance companies, as the case may be. The Escrowee shall be the Mortgagee, Household or a commercial bank or trust company authorized to do business in the State of Illinois which the Mortgagee may from time to time select to serve in that capacity. The Mortgagor shall pay all costs and expenses of the Escrow, and its failure timely to make any such payment shall be a Default under this Mortgage.

All such payments described in this Section 20 of this Article I shall be held by the Escrowee and invested in U.S. Government Securities with interest earned on such investments being paid to Mortgagor pursuant to escrow instructions satisfactory in all respects to the Mortgagee. The escrow instructions shall provide, inter alia: that the Escrowee shall, within 15 days of receipt from either the Mortgagor or the Mortgagee of a written request therefor together with such supporting documentation as the Escrowee may require (including, without limitation, official tax bills and insurance bills), cause proper amounts to be withdrawn from such account and paid directly to the appropriate tax collecting authority or insurance companies, as the case may be. Even though the Mortgagor may have made all appropriate payments into the Escrow as required by this Mortgage, the Mortgagor shall nevertheless have full and sole responsibility at all times to cause all taxes and assessments and insurance premiums to be fully and timely paid, and the Mortgagee shall have no responsibility or obligation of any kind with respect thereto. If at any time the funds so held by the Escrowee shall be insufficient to cover the full amount of all taxes, assessments and insurance premiums then accrued (as estimated by the Mortgagee or the Escrowee, whichever estimate is greater) with respect to the then-current twelve-month period, the Mortgagor shall, within ten (10) days after receipt of notice thereof from the Mortgagee or the Escrowee, deposit with the Escrowee such additional funds as may be necessary to remove the deficiency. Failure to do so within such 10-day period shall be a Default hereunder and all sums hereby secured shall immediately become due and payable at the option of the Mortgagee. If the

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Premises described herein are sold under foreclosure or are otherwise acquired by the Mortgagee after Default, any remaining balance of the accumulations under this Section 1.20 shall be paid by the Escrowee to the Mortgagee upon demand and when so paid shall be credited to the indebtedness secured hereby. Notwithstanding any provision contained herein to the contrary, the Escrowee shall, at any time and from time to time on the written request of the Mortgagee (and regardless of whether the Mortgagor has or has not requested that the Escrowee make such payments or has or has not objected to the making of such payments), cause payments to be made from the account for any taxes or assessments or insurance premiums which the Mortgagee (in its sole discretion) determines are then due or payable with respect to the Premises or any of the Collateral, notwithstanding that at that time any such tax or assessment is then being protested or contested by the Mortgagor; provided, however, that in the event Household is acting as Escrowee, it may decline to make any such payments so long as Mortgagor is contesting such tax or assessment in good faith.

1.21 Hazardous Waste. Mortgagor hereby indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises or the Land of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material).

For purposes of this Mortgage, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" Law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

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1.22 Right to Contest. Notwithstanding any of the foregoing covenants or agreements of Mortgagor to the contrary, Mortgagor may contest or object to the legal validity or amount of any taxes or charges for labor or materials for any construction, repairs or improvements with respect to the Premises and may institute appropriate proceedings as Mortgagor considers necessary with respect thereto, provided that any such contest or objection is in good faith and Mortgagor gives Mortgagee prior written notice thereof. Mortgagor shall not carry on or maintain any contest or objection to any tax or charge for labor or materials unless Mortgagor: (i) in the case of taxes where payment is withheld, gives written notice to Mortgagee of such contest or objection at least fifteen (15) days before the taxing authority's delinquency date of such taxes, (ii) either (a) shall have duly paid the full amount of the tax or charge(s) for labor or materials under protest; (b) posts with Mortgagee (for taxes or charges over \$100,000.00) cash or a bond in a reasonable amount as determined by Mortgagee to secure the full amount of the tax or charge(s) for labor or materials under contest plus all interest, costs, expenses and penalties, from a surety company qualified to do business in Illinois, securing payment of said tax or charge(s), said company and the form, contents, and amount of the bond to be subject to the written approval of Mortgagee, which approval shall not be unreasonably withheld; provided further that Mortgagor shall have no obligation under this clause (b) so long as it has outstanding such a bond pursuant to the Amended Household Mortgage (hereinafter defined); or (c) at Mortgagor's expense obtains title insurance in favor of Mortgagee insuring over any lien which may arise by reason of non-payment of such taxes or charge(s) for labor or materials; and (iii) procures and maintains a stay of all proceedings to enforce any judgment for collection of the tax or charge(s) for labor or materials or any lien which may arise by reason of such tax or charge(s). If Mortgagor seeks a reduction of the taxes or contests such taxes or charges for labor or materials, the failure on Mortgagor's part to pay the taxes before delinquency or to suffer or permit any mechanics' or other construction lien to arise against or attach to the Premises shall not constitute a default so long as Mortgagor complies with the provisions of this Section 1.22, nor shall Mortgagee have the right to pay or cause payment of the same. Mortgagor, promptly after the final determination of such proceeding or contest, shall pay or discharge any decision or judgment rendered, together with all costs, charges, interest and penalties incurred or imposed or assessed in connection with such proceeding or contest.

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## II.

### REPRESENTATIONS AND WARRANTIES

To induce the Mortgagee to enter into this Mortgage, the Mortgagor represents and warrants to the Mortgagee as follows:

2.1 Compliance. Neither the Premises nor the present use and occupancy thereof, violates or conflicts with or will then violate or conflict with any applicable statute, law, regulation, rule, ordinance or order of any kind whatsoever (including but not limited to any zoning or building laws or ordinances, any noise abatement, occupancy, or environmental protection laws or regulations, any rules or regulations of the Federal Aviation Administration, or any rules, regulations or orders of any other governmental agency), or any building permit or any condition, privilege, license, easement, right-of-way, covenant, restriction or grant (whether or not of record) made for the benefit of or affecting the Premises or any part thereof.

2.2 Power and Authority. The Mortgagor is a corporation duly formed, validly existing and in good standing under the laws of the State of Illinois. The Mortgagor has full power and authority to own its property (including the Land and the Premises) and to execute, deliver and perform all of its obligations under this Mortgage, to borrow the sums provided to be borrowed by it under any Indebtedness Instrument and to mortgage and encumber its property as provided hereby. All of such execution, delivery, performance, borrowing and encumbering have been duly authorized by all necessary trust, corporate and shareholder actions of Mortgagor. This Mortgage does, and any Indebtedness Instrument shall, constitute, the duly authorized, valid and legally binding obligations of the party or parties (other than the Mortgagee) executing the same and will be enforceable by the Mortgagee strictly in accordance with their respective terms (subject only to the effect of bankruptcy, insolvency, reorganization, readjustment of debt, or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally).

2.3 No Violation of Agreements. The Mortgagor is not in default under any agreement to which it is a party, the effect of which might adversely affect the performance by Mortgagor of any of its obligations pursuant to and as contemplated by the terms and provisions of this Mortgage. Neither the execution and delivery of this Mortgage or any Indebtedness Instrument, nor the consummation of the transactions herein or therein contemplated, nor the performance

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of the duties and obligations hereunder or thereunder and compliance with the terms and provisions hereof or thereof, does or will violate any provisions of Law or of any applicable statute, law, ordinance, rule, regulation, order, writ, injunction or decree of any court or governmental department, commission, board, bureau, agency or instrumentality, or does or will conflict with or be inconsistent with, or will result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease, instrument, document, agreement or contract of any kind which creates, represents, evidences or provides for any lien, charge or encumbrance upon any of the assets of the Mortgagor, or any other indenture, mortgage, deed of trust, lease, note, instrument, document, agreement or contract of any kind to which the Mortgagor is a party or by which any thereof or any of the property of any thereof may be bound except for any such breaches or defaults which have been waived to Mortgagee's satisfaction prior to the date hereof.

2.4 No Litigation. There are no actions, suits or proceedings of any kind pending or, to the knowledge of Mortgagor, threatened against or affecting the Mortgagor or the Premises before any court or any governmental, administrative, regulatory, adjudicatory or arbitrational body or agency of any kind either the pendency of which or an adverse determination in which might materially adversely affect the financial condition, continued operations or property of Mortgagor, or performance by Mortgagor of any of its obligations pursuant to and as contemplated by the terms and provisions of this Mortgage or any Indebtedness Instrument, or involving the validity, enforceability or priority of the Mortgage, or restraining, enjoining, preventing or interfering with the operation of Premises or the performance by the Mortgagee of its obligations hereunder or under any Indebtedness Instrument, except only those (if any) matters specifically described in such Indebtedness Instrument and except to the extent such matters are permitted in thereunder.

2.5 Utilities. All utility services necessary for the occupancy and operation of the Premises for their intended purposes (including, without limitation, water, storm and sanitary sewer, electric and telephone facilities) are available to the Land.

2.6 Material Facts. No document, financial statement, credit information, certificate or statement required herein to be furnished by the Mortgagor, or which has been or may hereafter be furnished by the Mortgagor, to the Mortgagee contains or will contain any material omission or any untrue

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or misleading statement, or is in any respect materially misleading.

**2.7 Business Purpose; Non-Usurious.** All proceeds of the indebtedness secured hereby will be used by the Mortgagor solely for its own business purposes and in furtherance of Mortgagor's regular business affairs.

**2.8 Brokerage Fees.** No brokerage fees or commissions of any kind are payable in connection with any indebtedness secured hereby.

**2.9 Hazardous Waste.** Neither the Mortgagor nor, to the best knowledge of the Mortgagor, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Premises or the Land or any part thereof or any other real property legally or beneficially owned (or any interest or estate in which is owned) by the Mortgagor (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Mortgagor), and neither the Premises, the Land, any part of either thereof, nor any other real property legally or beneficially owned (or any interest or estate in which is owned) by the Mortgagor (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Mortgagor) has ever been used (whether by the Mortgagor or, to the best knowledge of the Mortgagor, by any other person) as a dump site or storage (whether permanent or temporary) site for any Hazardous Material.

**2.10 Physical Defects.** To Mortgagor's knowledge, there are no material physical or mechanical defects of the Premises, including, without limitation, the plumbing, heating, air conditioning, ventilation and electrical systems which would materially impair the value or interfere with the use of the Premises, and all such items and systems are in the same operating condition and repair as they were at the time of Mortgagee's appraisal.

**2.11 Licenses and Permits.** To Mortgagor's knowledge, Mortgagor has obtained all licenses, permits, easements and rights of way required from governmental authorities having jurisdiction over the property or from private parties for the normal use and operation of the Premises and to insure vehicular and pedestrian ingress to and egress from the Premises.

**2.12 Condemnation.** Mortgagor has no knowledge of any condemnation, environmental, zoning or other land use regulation proceedings, either instituted or planned to be in-

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stituted, which would detrimentally affect the use or operation of the Premises for its intended purpose or the value of the Premises, nor has Mortgagor received notice of any special assessment proceeding affecting the Premises.

2.13 Construction; Mechanic's Lien Rights. There are no outstanding contracts made by Mortgagor for any Improvements to the Premises which have not been fully paid for.

2.14 No Violations. The Improvements on the Premises do not encroach on any building line, setback line, sideyard line or any recorded or visible easement (or any other easement of which Mortgagor is aware) with respect to the Premises in any way which would have an adverse effect on the use or operation of the Premises.

2.15 Representations to be Continuing. Mortgagor further represents and warrants to the Mortgagee that all of the foregoing representations and warranties are true as of the date of this Mortgage, and will continue to be true at all times until all indebtedness secured hereby has been paid in full.

2.16 Acknowledgment of Mortgagee's Reliance. All representations, warranties, covenants and agreements made herein or in any certificate or other document heretofore or hereafter delivered to the Mortgagee by or on behalf of the Mortgagor pursuant to or with respect to this Mortgage or with any indebtedness secured hereby shall be deemed to have been relied upon by the Mortgagee notwithstanding any investigation heretofore or hereafter made by the Mortgagee or on its behalf, and shall survive the making of any or all advances contemplated hereby and shall continue in full force and effect as long as there remains unperformed any obligation to the Mortgagee hereunder or in connection with any indebtedness secured hereby.

### III.

#### DEFAULT; REMEDIES

The Mortgagor and the Mortgagee hereby agree further as follows:

3.1 Defaults; Acceleration. The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure of the Mortgagor timely to make any payment of any nature whatsoever in connection with any indebtedness secured hereby or any Indebtedness Instrument; (b) any other default, or failure of the Mortgagor timely and properly to

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perform any of its other obligations, hereunder or in connection with any indebtedness secured hereby or any Indebtedness Instrument; (c) the dissolution, termination, bankruptcy, insolvency, reorganization or arrangement of the Mortgagor, or any guarantor of the indebtedness secured hereby or any Indebtedness Instrument, or the institution of any legal proceeding in which the relief requested includes a declaration of any of the foregoing; or (d) the occurrence of any "default" or "event of default" as defined in any Superior Financing Document, after any applicable notice or cure period, unless (and so long as), in the case of any "default" or "event of default" under a Superior Financing Document to which Household is a party, Household has waived such "default" or "event of default." Upon the occurrence of any Default, the entire indebtedness secured hereby and all other Liabilities, together with interest thereon at the rate applicable thereto, shall, at the option of the Mortgagee, notwithstanding any provisions thereof and without demand or notice of any kind to the Mortgagor or to any other person, become and be immediately due and payable.

**3.2 Remedies Cumulative.** No remedy or right of the Mortgagee hereunder or under any Indebtedness Instrument or any other document executed in connection herewith or therewith or otherwise, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, 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 an 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 the Mortgagee. All obligations of the Mortgagor, and all rights, powers, and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in any other written agreement or instrument relating to any of the Liabilities or any security therefor.

**3.3 Possession of Premises; Remedies.** The Mortgagor hereby waives all right to the possession, income, and rents of the Premises from and after the occurrence of any Default, and the Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof, to complete any construction in progress thereon at the expense of the Mortgagor, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof,

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either for the care, operation and preservation of the Premises or, at the election of the Mortgagee in its sole and unreviewable discretion, to a reduction of such of the Liabilities in such order as the Mortgagee may elect. The Mortgagee, in addition to the rights provided under any Indebtedness Instrument, is also hereby granted full and complete authority to enter upon the Premises, employ watchmen to protect the Goods and Improvements from depredation or injury and to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection and completion of Improvements to the Premises, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of the Mortgagor. All such expenditures by the Mortgagee shall be Liabilities under this Mortgage for all purposes. Upon the occurrence of any Default, the Mortgagee may also exercise any or all rights or remedies under any Indebtedness Instrument.

3.4 Foreclosure: Receiver. Upon the occurrence of any Default, the Mortgagee shall also have the right immediately or at any time thereafter (in Mortgagee's sole discretion) to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor or to any party claiming under the Mortgagor and without regard to the solvency and insolvency at the time of such application of any person then liable for the payment of any of the Liabilities, without regard to the then value of the Premises or whether the same shall then be occupied, in whole or in part, as a home-  
stead, by the owner of the equity of redemption, and without regarding any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge, and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all Rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during any period of redemption. The court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Liabilities, including without limitation the following, in such order of application as the Mortgagee in its sole and unreviewable discretion may elect: (i) amounts due upon any Indebtedness Instrument, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) costs and expenses of foreclosure and litigation upon the Premises, (iv) insurance

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premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises, (v) any other lien or charge upon the Premises that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any default by the Mortgagor in the performance of any obligation or condition contained in this Mortgage or any Indebtedness Instrument, or otherwise, to protect the security hereof provided herein or therein, with interest on such advances at the applicable interest rate. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor, upon reasonable request. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Premises, as the Mortgagee may elect, until all of the Premises have been foreclosed against and sold. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor.

3.5 Remedies for Leases and Rents. If any Default shall occur, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, 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 of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forceable detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or

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subordinated to the lien hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Default without notice to the Mortgagor or any other person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it 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; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Liabilities.

3.6 Personal Property. Whenever there exists a Default hereunder, the Mortgagee may exercise from time to time any rights and remedies available to it under applicable law upon default in payment of indebtedness. The Mortgagor shall, promptly upon request by the Mortgagee, assemble the Collateral and make it available to the Mortgagee at such place or places, reasonably convenient for both the Mortgagee and the Mortgagor, as the Mortgagee shall designate. Any notification required by law of intended disposition by the Mortgagee of any of the Collateral shall be deemed reasonably and properly given if given at least five days before such disposition. Without limiting the foregoing, whenever there exists a Default hereunder, the Mortgagee may, with respect to so much of the Collateral as is personal property under applicable law, to the fullest extent permitted by applicable law, without further notice, advertisement, hearing or process of law of any kind, (i) notify

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any person obligated on the Collateral to perform directly for the Mortgagee its obligations thereunder, (ii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, (iii) endorse any checks, drafts or other writings in the name of the Mortgagor to allow collection of the Collateral, (iv) take control of any proceeds of the Collateral, (v) enter upon any premises where any of the Collateral may be located and take possession of and remove such Collateral, (vi) sell any or all of the Collateral, free of all rights and claims of the Mortgagor therein and thereto, at any public or private sale, and (vii) bid for and purchase any or all of the Collateral at any such sale. Any proceeds of any disposition by the Mortgagee of any of the Collateral may be applied by the Mortgagee to the payment of expenses in connection with the Collateral, including attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by the Mortgagee toward the payment of such of the Liabilities and in such order of application as the Mortgagee may from time to time, in its sole and unreviewable discretion, elect. The Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it under applicable law. The Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with any Indebtedness Instrument and, to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by the Mortgagee of any of its rights and remedies hereunder. The Mortgagor hereby constitutes the Mortgagee its attorney-in-fact with full power of substitution to take possession of the Collateral upon any Default and, as the Mortgagee in its sole discretion deems necessary or proper, to execute and deliver all instruments required by the Mortgagor to accomplish the disposition of the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Liabilities are outstanding.

3.7 Performance of Contracts. The Mortgagee may, in its sole discretion at any time after the occurrence of a Default, notify any person obligated to the Mortgagor under or with respect to any Contract for Sale or any Contract for Construction of the existence of a Default, require that performance be made directly to the Mortgagee at the Mortgagor's expense, and advance such sums as are necessary or appropriate to satisfy the Mortgagor's obligations thereunder; and the Mortgagor agrees to cooperate with the Mort-

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gagee in all ways reasonably requested by the Mortgagee (including the giving of any notices requested by, or joining in any notices given by, the Mortgagee) to accomplish the foregoing.

3.8 No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder, under any of the Leases, under any Contract for Construction, under any Contract for Sale or otherwise, and the Mortgagor shall and does hereby agree to indemnify against and hold the Mortgagee harmless of and from: any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder other than those arising from Mortgagee's acts or failures to act; and any and all claims and demands whatsoever which may be asserted against it 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 Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral. Except for its own acts or failures to act, the Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee, stranger or other person. Except as otherwise provided herein, no liability shall be enforced or asserted against the Mortgagee in its exercise of the powers herein granted to it, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagee incur any such liability, loss or damage under any of the Leases or under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

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#### IV.

#### GENERAL

4.1 Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other person (except any person expressly released in writing by the Mortgagee) for the payment or performance of any of the Liabilities or for the performance of any obligation contained herein or affecting the lien

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hereof upon the Collateral or any part thereof (except as to any portion of the Collateral that may be released from the lien hereof), the Mortgagee may at any time and from time to time, without notice to or the consent of any person, do any or all of the following: release any person liable for the payment or performance of any of the Liabilities; extend the time for, or agree to alter the terms of payment of, any indebtedness under any Indebtedness Instrument or any of the Liabilities; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind; release any Collateral or other property securing any or all of the Liabilities; make releases of any portion of the Premises; consent to the making of any map or plat of the Premises; or to the creation of any easements on the Premises or of any covenants restricting the use or occupancy thereof; or exercise or refrain from exercising, or waive, any right the Mortgagee may have.

4.2 Suits and Proceedings. The Mortgagor agrees to indemnify the Mortgagee and hold the Mortgagee harmless, from losses, damages, costs, expenses and claims of any kind whatsoever (including, without limitation, attorneys' fees) which the Mortgagee may pay or incur in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party, which suit or proceeding does or may affect all or any portion of the Collateral or the value, use or operation thereof or this Mortgage or the validity, enforceability, lien or priority hereof or of any of the Liabilities or indebtedness secured hereby.

4.3 Indebtedness Instrument; Obligatory Future Advances.

(a) The Mortgagor covenants that it will timely and fully perform and satisfy all the terms, covenants and conditions of any Indebtedness Instrument.

(b) All advances and indebtedness arising or accruing under any Indebtedness Instrument from time to time, shall be secured hereby to the same extent as though said indebtedness Instrument were fully incorporated in this Mortgage, provided, however, that the maximum principal amount secured hereby shall not exceed \$25,000,000.00 plus the total amount of all advances made by the Mortgagee to protect the Collateral and the security interest and lien created hereby. If there shall be any inconsistency between provisions of this Mortgage and any Indebtedness Instrument, the Mortgagee shall have the option of determining which of such inconsistent provisions shall prevail; provided, however, that in the event of an inconsistency between provisions in the Mortgage and the Amended Household Mortgage of the sort described in Section 4.15D, the provisions of the Amended

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Household Mortgage shall prevail so long as the provisions of Section 4.15D are in effect.

(c) All advances, disbursements or other payments required by any Indebtedness Instrument are obligatory advances up to the credit limits established therein and shall, to the fullest extent permitted by law, have priority over any and all mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded.

4.4 Security Agreement and Financing Statement. This Mortgage, to the extent that it conveys, grants a security interest in, or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement, and also as a financing statement under the Uniform Commercial Code as in effect in the State of Illinois, with the Mortgagor as Debtor (with its address as set forth above) and with the Mortgagee as Secured Party (with its address as set forth above).

4.5 Defeasance. Upon full payment of all indebtedness secured hereby and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, and when the Mortgagee has no further obligation (whether contingent, conditional or otherwise) to make any advance, disbursement or payment of any kind or to extend any credit under or with respect to any Indebtedness Instrument, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall in due course be made by the Mortgagee to the Mortgagor at the Mortgagor's expense.

4.6 Notices. Each notice, demand or other communication in connection with this Mortgage shall be in writing and shall be deemed to be given to and served upon the addressee thereof (i) upon actual delivery to such addressee at its address set out above (and to the attention, in the case of the Mortgagee, of Alan Cohen), or (ii) on the second Business Day after the deposit thereof in the United States Mail, certified mail, first-class postage prepaid, addressed to such addressee at its address set out above (and to the attention, in the case of the Mortgagee, of Alan Cohen). By notice complying with this section, any party may from time to time designate a different address as its address for the purpose of the receipt of notices hereunder. "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which national banks in Chicago, Illinois are not open for business. Any such notice, demand or other communication shall also be provided to Household at 2700 Sanders Road, Prospect Heights, Illinois 60070.

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4.7 Successors; The Mortgagor; Gender. All provisions hereof shall inure to and bind the parties and their respective successors, vendees and assigns provided, however, that the foregoing shall not in any way limit, restrict or modify the provisions of Section 1.4 above. The word "Mortgagor" shall include all persons claiming under or through the Mortgagor and all persons liable for the payment or performance of any of the Liabilities whether or not such persons shall have executed any Indebtedness Instrument or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.8 Care by the Mortgagee. The Mortgagee shall be deemed (with respect to any claims Mortgagor, its successors, assignees or any other party acting on behalf of Mortgagor may make against Mortgagee, its successors and assignees) to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

4.9 No Obligation on Mortgagee. This Mortgage is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding, (i) the Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof, (ii) the Mortgagee shall have no obligation or liability under or with respect to the Collateral by reason or arising out of this Mortgage and (iii) the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to or with respect to any of the Collateral.

4.10 No Waiver by the Mortgagee; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by the Mortgagee to any transaction by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transac-

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tions. No amendment, waiver or supplement in any way affecting this Mortgage shall in any event be effective unless set out in a writing signed by the Mortgagee and no amendment, waiver or supplement affecting Household's rights hereunder shall be effective unless Household shall have consented thereto.

4.11 Governing Law. This Mortgage has been executed and delivered at Chicago, Illinois, and shall be construed in accordance with and governed by the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage. The Section headings used herein are for convenience of reference only, and shall not be deemed to be a part of this Mortgage or be considered in the interpretation or construction thereof.

4.12 Waiver. The Mortgagor, on behalf of itself and all persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, redemption and marshaling statutes, laws or equities now or hereafter existing, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Collateral. Without limiting the generality of the preceding sentence, the Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court.

4.13 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should the Mortgagee acquire an additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

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4.14 Mortgagee Not a Joint Venturer or Partner. The Mortgagor and the Mortgagee acknowledge and agree that in no event shall the Mortgagee be deemed to be a partner or joint venturer with the Mortgagor. Without limitation of the foregoing, the Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the Liabilities secured hereby, or otherwise.

4.15 Junior Mortgage.

A. Notwithstanding anything herein to the contrary, the parties acknowledge that this Mortgage is a junior lien on the Real Estate and is subject to the mortgage(s) set forth on Exhibit C hereto (any and all such mortgages, the "Superior Mortgage"). Mortgagor hereby covenants and agrees that it shall faithfully and fully observe and perform each and every term, covenant, condition and requirement of the Superior Mortgage and of any and all loan documents related to or secured by the Superior Mortgage (collectively, including the Superior Mortgage, the "Superior Financing Documents"), and shall not permit any default (after any applicable notice or cure period and except for any default arising under a Superior Financing Document to which Household is a party so long as Household has waived such default) to exist at any time under any of such Superior Financing Documents. Immediately on its receipt thereof, Mortgagor shall immediately deliver to Mortgagee a true and complete copy of any notice of noncompliance, default or delinquency under or relating to any of the Superior Financing Documents.

B. Mortgagee is hereby expressly authorized (but shall have no obligation), at its option, upon a default under any Superior Financing Document, to advance or expend all sums it considers necessary or appropriate to keep any Superior Financing Document in good standing and free from default, and all sums so advanced, together with interest therein at the "prime rate" as publicly announced by First Chicago, shall be repayable on demand to Mortgagee and shall be secured by this Mortgage.

C. Mortgagor agrees that Mortgagor shall not make or consent to any agreement with the holder of any Superior Financing Documents which shall in any way modify, change, alter or extend any of the terms, provisions or conditions of any such Superior Financing Documents (but Mortgagor may, without Mortgagee's consent, cause the lien of any Superior Financing Document on the Collateral to be fully and finally released of record), nor shall Mortgagor request or accept

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any advances, loans or extensions of credit under such Superior Financing Documents, or do or suffer to occur any thing which would result in an increase in the amount evidenced or secured by any of the Superior Financing Documents without in each case the prior express written consent of Mortgagee.

D. In the event Mortgagor assumes an obligation under this Mortgage the performance of which would render Mortgagor incapable of performing its obligations (to the extent such obligations are then due and owing) pursuant to an identical provision under the Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of December 19, 1985 by and between Mortgagor and Household (the "Household Mortgage"), as amended by the First Amendment to the Household Mortgage dated as of August 14, 1986 by and between Mortgagor and Household ("First Household Amendment" and together with the Household Mortgage, the "Amended Household Mortgage"), Mortgagor's obligation under such provision of this Mortgage shall be deemed to have been satisfied once it has fully performed the identical such provision under the Amended Household Mortgage. This provision shall be null, void and unenforceable in the event the First Household Amendment, as approved by Mortgagee, has not been or no longer is a valid and enforceable document.

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WITNESS the hand of the Mortgagor at New York, New York,  
on the day and year first above written, pursuant to proper  
authority duly granted.

Attest:

WIEBOLDT STORES, INC., an  
Illinois corporation

\_\_\_\_\_  
Secretary

By: Stanley Sunden

Title: President

Accepted:

AMA/WSI, Inc.,  
a Delaware corporation

By: Anthony Gills

This document was prepared by:  
Robin L. Schirmer  
Sachoff Weaver & Rubenstein, Ltd.  
30 S. Wacker Drive, 29th Floor  
Chicago, Illinois 60606

Return to Box 367

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STATE OF NEW YORK    )  
                                  ) ss.  
COUNTY OF NEW YORK   )

I, Toni Clark, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Stanley Sider, personally known to me to be the President of WIEBOLDT STORES, INC., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President he signed and delivered the said instrument as President of said corporation, pursuant to the authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 1986.

  
\_\_\_\_\_  
Notary Public

TONI CLARK  
Notary Public, State of New York  
No. 31-7712026  
Qualified in New York County  
Commission Expires December 31, 1988

My Commission expires:

\_\_\_\_\_

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Exhibit A

The Fee Land

PARCEL 1:

LOTS 17 TO 24 BOTH INCLUSIVE (EXCEPT FROM SAID PREMISES THAT PART OF EACH OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19) IN BLOCK 8 IN G. H. A. THOMAS' SUBDIVISION OF BLOCKS 8 AND 9 IN L. TURNER'S SUBDIVISION OF THE NORTH EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL THAT PART OF BLOCK 10 (EXCEPT THAT PART THEREOF CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED AS DOCUMENT 12248524 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS), IN L. TURNER'S SUBDIVISION LYING NORTH OF THE NORTH LINE OF LOT 18 IN RUSK AND FLOOD'S SUBDIVISION OF SOUTH 1/2 OF BLOCK 10 IN L. TURNER'S SUBDIVISION OF THE NORTH EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 9 TO 18, BOTH INCLUSIVE, AND LOTS 29 TO 37 AND WEST 9 FEET OF LOTS 38 BOTH INCLUSIVE, IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

ALL THAT PART OF THE EAST AND WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 18, BOTH INCLUSIVE, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 29 TO 38, BOTH INCLUSIVE, AND LYING WEST OF AND ADJOINING THE WEST LINE OF THE EAST 16 FEET OF SAID LOT 38 PRODUCED NORTH 16 FEET, IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PERMANENT INDEX NUMBERS: 14-19-426-027-0000  
14-19-431-001-0000  
14-19-431-002-0000  
14-20-320-034-0000  
14-20-320-043-0000  
14-20-320-044-0000

Address:  
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Ashland Avenues, Chicago, IL

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Exhibit B

The Leasehold Land

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LAKEVIEW

Exhibit C

Superior Mortgage

Mortgage dated December 19, 1985 made by Wieboldt Stores, Inc., an Illinois corporation having its principal office at One North State Street, Chicago, Illinois 60602, as mortgagor and Household Commercial Financial Services, Inc., a Delaware corporation having its principal office at 2700 Sanders Road, Prospect Heights, Illinois 60070, as mortgagee, to secure a note in the original principal amount of \$32,500,000.

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