CORPORATION
REAL ESTATE MORTGAGE
CORPORATION

86018897

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 20 19 85, between CINESTAGE, INC.

a corporation, organized under the laws of Illinois, herein referred to as "Mortgagor", and THE NORTH SHORE NATIONAL BANK OF CHICAGO, a National Banking Association, herein referred to as "Mortgagee", witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to The North ShoreNational Bank of Chicago, Mortgagee, of the City of Chicago, State of Illinois, in the principal sum of Seven Hundred Fifty Thousand and no/100ths ($750,000.00) Dollars,

evidenced by an Instalment Note of MORTGAGOR of even date herewith, made payable to the order of the MORTGAGEE and delivered in and by which said Note MORTGAGOR promises to pay the said principal sum of Seven Hundred Fifty Thousand and no/100ths ($750,000.00) Dollars in accordance with the terms of said note.

STIC No. 85-05593

All of said principal and interest being made payable at the office of Mortgagee at 1737 West Howard Street, Chicago, Illinois, or at such other place as the holder of the Note may from time to time appoint in writing. All such payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal. Each of the installments of principal shall bear interest after maturity until paid at the rate provided in said Note.

NOW, THEREFORE, the Mortgagors, to secure payment of said note and all promissory notes hereafter executed by Mortgagors evidencing future advances and loans made by Mortgagee to or for the account of Mortgagors and all renewals or refinancings of the said notes, and to secure payment of all other obligations and indebtedness now or hereafter due from Mortgagors including, but not limited to, advances made by Mortgagee in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements herein contained, Mortgage and Warrant to Mortgagee, its successors and assigns, the following real estate situated in the County of Cook, State of Illinois, to-wit:

Lot 1 and the East 1/4 of Lot 2 in Block 35 in The Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 180-90 North Dearborn St., Chicago, Illinois

Permanent Real Estate Tax Index No. 17-09-436-011 (1) and No. 17-09-436-010 (E 0+2) and owned by Mortgagor

which with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which rents are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

This mortgage consists of two pages plus rider. The covenants, conditions and provisions appearing on the reverse side of this mortgage and rider are incorporated herein by reference and are a part hereof and shall be binding on the mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

CINESTAGE, INC.
a corporation

BY [signature] President

CORPORATE SEAL

ATTEST [signature] Secretary

STATE OF ~~ILLINOIS~~ New York
County of New York } SS.

I, ROSE MARTINEZ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT AARON R. FROSCH President of the CINESTAGE, INC. and NAT RUBIN Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary then and their acknowledged that said Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9 day of January, 19 86

ROSE MARTINEZ
Notary Public, State of New York
No. 4690141
Qualified in Bronx County
Commission Expires March 30, 1987

Notarial Seal

[signature] NOTARY PUBLIC

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance. or in the Lease dated 9/18/85, as amended, by and between Mortgagor and Dearborn Theatres, Inc.

~~2. Mortgagor shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.~~

3. Mortgagor shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee, such right to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagor.

5. The Mortgagee or the holder of the note hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

~~6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.~~ At the option of the holder of the note and without notice to the Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the note for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor or assigns as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Mortgagee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

86018897

Prepared by:
Gerald M. Petragne
19 W. Jackson Blvd 3rd Floor
Chicago, Il. 60604

The terms and conditions of the Instalment Note dated December 20, 1985, executed by Cinestage, Inc. are hereby incorporated herein and made a part hereof

DELIVER		
NAME	North Shore National Bank	
STREET	1737 West Howard Street	
CITY	Chicago, Illinois 60626	
INSTRUCTIONS	OR Box 77 Attn: J. FOSTER	

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

180-90 North Dearborn Street
Northwest Corner of Lake & Dearborn
Chicago, Illinois

This Instrument Was Prepared By:
David L. Husman, 1737 West Howard St.
Chicago, Illinois 60626

RIDER ATTACHED TO CORPORATION REAL ESTATE MORTGAGE DATED DECEMBER 20, 1985, EXECUTED BY CINESTAGE, INC.

12. It is further covenanted and agreed that Mortgagor shall deposit with Mortgagee insurance in form and content as approved by Mortgagee and shall be carried in companies approved by the Mortgagee and the policies and renewals, marked "paid" shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clauses in favor of Mortgagee and entitling Mortgagee to collect any and all proceeds under such insurance, as well as standard waiver of subrogation endorsement and a provision requiring that the coverage evidenced thereby will not be terminated or materially modified without ten (10) days' prior written notice to Mortgagee, all to be in form and content acceptable to Mortgagee.

13. In case of loss or damage by fire or other casualty, the Mortgagee is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the Mortgagee is authorized to collect and receipt for any such money. Provided that the insurers do not deny liability as to the insureds, and as long as this Mortgage is not in default, such insurance proceeds after deducting therefrom any expense incurred in the collection thereof, shall be made available by the Mortgagee for the rebuilding or restoration of the buildings and improvements on the premsies. In all other cases such insurance proceeds may, at the option of the Mortgagee either be applied in the reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of rebuilding or restoring of buildings or improvements on said premises. The buildings and improvements thereon shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and if such cost exceeds the insurance proceeds the receipt of such additional funds as necessary to cover such cost and with architect's certificates, waivers of lien, contractor's and subcontractor's sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety (90%) per cent of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the building and improvements can reasonably exceed the sum of Ten Thousand ($10,000.00) Dollars then the Mortgagee shall approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall, at the option of the Mortgagee be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

14. That in the event the Mortgagor (or Beneficiary(ies), Shareholder(s) or General Partner(s) of Mortgagor) shall sell, transfer, convey or contract or enter into Articles of Agreement for Deed or Trustee's Deed, or assign the title to all or any portion of the Premises, or all or any portion of the beneficial interest of Mortgagor (including a collateral assignment thereof) whether by operation of law voluntarily, or otherwise, or shall contract to do any of the foregoing, the Mortgagee, at its option, has the unqualified right to accelerate the maturity of the Note causing the full principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable without notice to Mortgagor, in the event of such breach(es). Mortgagor will not create, suffer or permit to be created or filed against the premises, any mortgage lien or other liens superior or inferior to the lien of this Mortgage, except that Mortgagor or its lessee shall have the right to contest in good faith and with reasonable diligence the validity of any such claimed lien provided that Mortgagor or its lessee gives to Mortgagee such security as may be reasonably requested by Mortgagee to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Premises by reason of non-payment thereof. In the event Mortgagor or its lessee fails to give such security or to so contest such lien, Mortgagor shall have the right to accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable.

RIDER ATTACHED TO CORPORATION REAL ESTATE MORTGAGE DATED DECEMBER 20, 1985
EXECUTED BY CINESTAGE, INC.

15. The Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the premises taken or damaged under the power of eminent domain or by consemnation. Provided that such premises requires rebuilding or restoration and so long as this Mortgage is not in default, any award, after deducting therefrom any expenses in collection thereof, shall be made available by the Mortgagee for the rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In all other cases, the Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available for restoration or rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In the event said proceeds are made available for rebuilding or restoration by the election of the Mortgagee as aforesaid, the proceeds of the award shall be paid out in the same manner as provided in Paragraph 13 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of building or restoration shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitle thereto.

16. That if any action or proceeding be commenced (except any action to foreclose this Mortgage or to collect the debt secured hereby) to which action or proceeding the Mortgagee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expense of any litigation (including reasonable attorneys' fees) to prosecute or defend the rights and lien created by this Mortgage shall on notice and demand be paid by the Mortgagor together with the interest thereon at the rate provided in said Note, and shall be a lien on said Real Estate, prior to any right or title to, interest in or claim upon the Real Estate, subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note; that in any action or proceeding to foreclose this Mortgage, or to recover the debt secured hereby, the provisions of law respecting the recovery of costs, disbursement and allownaces shall prevail unaffected by this covenant.

17. Subject to the provisions of Paragraph 25 hereof, if any one or more of the following events of default, which events are herein together referred to as "Events of Default", shall occur, all indebtedness of the Mortgagor arising hereunder or under the Note secured hereby or under any other document relating to this loan, including without limitation, the whole of the principal sum remaining unpaid under the Note, together with all accrued interest thereon, shall at the option of the Mortgagee become immediately due and payable, and may be recovered at once, by foreclosure or otherwise:

(a) If default shall be made in timely making any payment provided for herein, in the Note or in any of the other documents relating to the loan; or

(b) If default shall be made in the performance or observance of any term, covenants, provisions, representation, warranty, agreement, condition or obligation provided for herein in the Note or in any other document relating to this loan, or in any written statement or certificate made or furnished to the Mortgagee at any time, shall be incorrect or untrue or shall otherwise be misleading.

18. The Mortgagor declares that the loan to be disbursed under the Note is an exempted transaction under the Trust in Lending Act, 15 U.S.C. Section 1601 et seq. that the Note and this Mortgage which is security therefore are to be construed and governed by the Laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Paragraph 6404 (4c) of Chapter 17 of the Illinois Revised Statutes.

19. It is further understood and agreed that the Mortgagee reserves the right to approve and/or install professional management of this property at any time this loan is forty-five (45) days in default of any payment, but only so long as such default continues.

20. MORTGAGOR SHALL NOT AND WILL NOT APPLY FOR OR AVAIL ITSELF OF ANY APPRAISEMENT, VALUATION, REDEMPTION, STAY, EXTENSION, OR EXEMPTION LAWS, OR ANY SO-CALLED

RIDER ATTACHED TO CORPORATION AND REAL ESTATE MORTGAGE DATED DECEMBER 20, 1990
EXECUTED BY CHRISTIANA, N.A.

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[illegible]

RIDER ATTACHED TO CORPORATION REAL ESTATE MORTGAGE DATED DECEMBER 20, 1985
EXECUTED BY CINESTAGE, INC.

"MORATORIUM LAWS," NOW EXISTING OR HEREAFTER ENACTED, IN ORDER TO PREVENT OR HINDER THE ENFORCEMENT OR FORECLOSURE OF THIS MORTGAGE, BUT HEREBY WAIVES THE BENEFIT OF SUCH LAWS. MORTGAGOR, FOR ITSELF AND ALL WHO MAY CLAIM THROUGH OR UNDER IT, WAIVES ANY AND ALL RIGHT TO HAVE THE PROPERTY AND ESTATES COMPRISING HTE PREMISES MARSHALLED UPON ANY FORECLOSURE OF THE LIEN HEREOF AND AGREES THAT ANY COURT HAVING JURISDICTION TO FORECLOSE SUCH LIEN MAY ORDER THE PREMISES SOLD AS AN ENTIRETY. MORTGAGOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR (TRUST ESTATE, AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN), AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF APPLICABLE STATUTES.

21. Anything in this Mortgage or in the Note secured hereby to the contrary notwithstanding, Mortgagee shall have the option, effective on the 84th, 120th, 156th, 192nd, and 228th month from the date hereof, upon six months' prior written notice to Mortgagor, to accelerate the maturity of the Note and to declare all unpaid indebtedness secured by this Mortgage to be immediately due and payable.

22. Mortgagor shall have the right to prepay the unpaid indebtedness upon the payment of a premium of two (2%) per cent of the unpaid principal balance if prepayment is made during the first two years of the loan, one and a half (1-1/2%) per cent of the unpaid principal balance if paid during the third year of the loan, and one (1%) per cent of the unpaid principal balance if paid during the fourth, fifth or sixth year. Thereafter, Mortgagor shall have the right to prepay the said indebtedness, in whole or in part, without premium or penalty.

23. That in the event of the passage after the date of this Mortgage of any law of the State of Illinois, deducting from the value of the mortgaged property for the purpose of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes of the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly (other than the imposition of an income tax liability on Mortgagee), on this Mortgage or the Note or Loan Document,s the holder of this Mortgage and of the debt which it secures shall have the right to declare the amount thereof and the interest thereon due on a date to be specified by not less than thirty (30) days' written notice to be given to the Mortgagor by the Mortgagee; provided, however, that such election shall be ineffective if the Mortgagor is permitted by law to pay the whole or such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the Premises, and such agreement shall constitute a modification of this Mortgage.

24. That, if at any time the United States of American or other governmental authroity shall require internal revenue or comparable stamps to be affixed to the Note, Loan Documents or this Mortgage, the Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

25. Notwithstanding anything to the contrary set forth in the Note or this Mortgage, including without limitation the fourth paragraph of the Note and Paragraph 17 of this Mortgage, Mortgagee shall have no right to proceed to enforce its rights against Mortgagor or the Premises unless Mortgagee has first given written notice to Mortgagor of such event of default and Mortgagee has failed to cure such default, if it relates to matters contained in Paragraph 17(a) hereof, within five (5) business days following the giving by Mortgagor of such notice, or, if such default relates to a matter within Paragraph 17(b) hereof, within fifteen (15) days of the giving of notice by Mortgagor of such default, provided however that if the default is not susceptible to being cured within the stated period of time but Mortgagor is proceeding diligently to cure such default, then Mortgagee shall have no right to enforce its rights so long as Mortgagor is diligently proceeding to cure such default, unless such default is not cured within forty-five (45) days after Mortgagee's giving notice to Mortgagor.

26. Any and all notices given hereunder to Mortgagor shall be made by United States certified mail, return receipt requested, postage prepaid, addressed to the Mortgagor at the following addresses and at such other addresses as Mortgagor hereafter may designate in writing:

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RIDER ATTACHED TO CORPORATION REAL ESTATE MORTGAGE DATED DECEMBER 20, 1985 EXECUTED BY CINESTAGE, INC.

Cinestage, Inc.
c/o N. Rubin & Company, P.C.
215 Lexington Avenue
New York, N.Y. 10016
Attention: Nat Rubin

With a copy at the same time to:

Arnstein, Gluck, Lehr, Barron & Milligan
7500 Sears Tower
Chicago, Illinois 60606
Attention: Andrew S. Adsit, Esq.

Any such notice shall be deemed to be given three (3) business days after the mailing thereof, as aforesaid.

DEPT-01 RECORDING $15 00
T#1111 TRAN 3133 01/14/86 15:33:00
#4738 # C -86-018897

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RIDER ATTACHED TO CORPORATION REAL ESTATE MORTGAGE DATED DECEMBER 20, 1988
EXECUTED BY CINESTAGE, INC.

Chesterton-Duro
c/o R. Robin & Company, L.C.
275 Lexington Avenue
New York, N.Y. 10016
Attention: Mr. Robin

With a copy to the same time to:

Attorney, Office of Legal Services, Steven A. Hilligoss
2300 Sears Tower
Chicago, Illinois 60606
Attention: Andrew C. Kaplan, Esq.

Any such notice shall be deemed to be given twenty (20) business days after the mailing thereof, as aforesaid.

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