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THIS IS A JUNIOR PURCHASE MONEY MORTGAGE

MORTGAGE AND SECURITY AGREEMENT

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THIS INDENTURE ("Mortgage") made as of the 15TH day of JANUARY, 1986, by and among MOUNTAIN VIEW PARTNERSHIP, a California general partnership ("Mountain View"), LA SALLE NATIONAL BANK, as Trustee under a Trust Agreement dated November 28, 1984, and known as Trust No. 109206 ("Trust 109206"), GREATER CAPITAL CORPORATION, a California corporation, ETHEL L. COHN, STEVEN A. COHN, MARK F. COHN and ALEXIS LEWIN (all of the foregoing are hereinafter collectively called "Mortgagor") to ROBERTS-O'HARE, L'TD., a California limited partnership ("LP"), and ROBERTS HOTEL MANAGEMENT CORP., a California corporation ("Roberts Management") (LP and Roberts Management are hereinafter jointly called "Mortgagoe").

WITNESSETH

WHEREAS, Mountain New has executed and delivered to Mortgagee that certain Principal Note, dated of even date herewith, in the principal amount of ONE MILLION (\$1,000,000) DOLLARS ("Note"); and

WHEREAS, the parties hereto or entities controlled by them (the "Guaranters") have executed and delivered to Mortgages a certain Agreement of General Guaranty ("Guaranty") of obligations of Mountain View, which obligations are being undertaken at the request, and will accrue to the benefit of the Guaranters; the Guaranty being an integral part of the consideration for the transaction pursuant to which Mortgagee has accepted the Note from Mountain View; and

WHEREAS, as a condition to Mortgagee's extension of certain financial accommodations to Mountain View and to the Guarantois (including, without limitation, the extension of credit evidenced by the Note and evidenced by the Guaranty), Mortgagee has required that Mortgager enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure (i) the payment of the principal amount evidenced by the Note, together with interest thereon; (li) the payment of the principal amount evidenced by the Guaranty, together with interest thereon; and (iii) other payment and performance obligations related to this Mortgage (the aforesaid obligations of Mortgager to Mortgagee, together with the obligations evidenced by the Note and the Guaranty and other payment and performance obligations being hereinafter referred to collectively as the "Liabilities"); and

This Document Prepared by:

Return to:

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BOX 333 - HV

James Marovitz SIDLEY & AUSTIN One First Chicago Plaza Chicago, Illinois 86020225

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WHEREAS, Mountain View is the fee owner of an undivided 37.39% interest as a tenant in common in the real estate described in Exhibit "A" attached hereto; and

WHEREAS, Trust 109206 is the fee owner of an undivided 50.11% interest as a tenant in common in the real estate described in Exhibit "A" attached hereto; and

WHEREAS, Stephen A. Cohn, Ethel L. Cohn, Mark F. Cohn and Alexis Lewin collectively are the fee owner of an undivided 6.875% interest as a tenant in common in the real estate described in Exhibit "A" attached hereto; and

WHEREAS, Ethel L. Cohn, Steven A. Cohn, Mark F. Cohn and Greater Capital Corporation collectively are the fee owner of an undivided 5.625% interest as a tenant in common in the real estate described in Exhibit "A" attached hereto; and

WHERIAS as a condition to Mortgagee's extension of certain financial accommodations to Mortgagor, including without limitation, the extension of credit evidenced by a certain Principal Note (Adjustable Rate) of even date in the principal sum of ONE MILLION (\$\phi\$,000,000.00) DOLLARS, made by Mountain View Partnership ("Note"), Mortgagee has required that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure (i) the payment of the principal amount evidenced by the Note together with interest thereon; (ii) payment of the principal amount, together with interest thereon, of all present and future advances of money made by Mortgagee to Mortgagor, including without limitation, all other obligations of Mortgagor to Mortgagee, and (iii) other payment and performance obligations related to this Mortgage (the aforesaid obligations of Mortgagor to Mortgagee, plus interest and other payment and performance obligations being hereinafter referred to collectively as the "Liabilities"); and

WHEREAS, the Liabilities secured hereby shall not exceed TWO MILLION (\$2,000,000) DOLLARS; and

NOW, THEREFORE, to secure payment of the Liabilities and in consideration of ONE (\$1.00) DOLLAR in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby mortgage and convey to Mortgagee, its successors and assigns, forever the following described real estate in Cook County, Illinois:

See Exhibit A attached hereto and by this reference made a part necof

which real estate, together with the property described in the next succeeding paragraph is herein called the "premises".

The premises includes the improvements commonly known as the Sheraton International at O'Hare Hotel (the "Hotel"), in Rosemont, Illinois.

TOGETHER WITH (a) all right, title and interest, including the right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to any lands occupied by streets, alleys, or public places adjoining said premises or in such streets, alleys or public places; (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges of Mortgagor thereunto belonging or appertaining; (c) all apparatus, machinery, equipment, and appliances (whether single units or centrally controlled) of Mortgagor now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light,

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power, ventilation or refrigeration or to treat or dispose of refuse or waste; (d) all screens, window shades, blinds, wainscoating, storm doors and windows, floor coverings, and awnings of Mortgagor; (e) all apparatus, machinery, equipment and appliances of Mortgagor used or useful for or in connection with the maintenance and operation of said real estate; (f) all items of furniture, furnishings, equipment, and personal property of Mortgagor used or useful in the operation of said real estate; and (g) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on . or attached to said real estate. It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage. It is also agreed that if any of the property herein morigaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation streement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code.

The lien and security interest created hereby are subject, inferior and subordinate to the lien and security interest created by that certain Trust Deed and Security Interest dated May 30, 1985 made by Trust No. 109206, recorded in the Office of the Recorder of Deeds of Cook County, Illinois is Locument No. 85041099, ("First Trust Deed").

As additional security for the highlities secured hereby, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate, and not secondarily, all the rents, issues and profits of the premises and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as downpayment for the purchase of all or any part of the premises) under eny and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the premises and does hereby transfer and assign to Mortgagee all such leases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the premises). In the event of a breach or de lault under the Note or this Mortgage and failure to cure within the Cure Period (defined berein) (1) the Mortgagor agrees, upon demand, to deliver to the Mortgagee all leases, and other agreements for the ownership or occupancy of any part of the premises, with such additional assignments thereof as the Mortgagee may request and agrees that the Mortgagee ray assume the management of the premises and collect the rents and other income theref.om, applying the same upon the Liabilities and (2) the Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the premises to pay all rents and other income due under said leases and agreements to the Mortgagee upon request of the Mortgagee. Upon default not cured within the Cure Period Mortgagor hereby appoints Mortgagee as its true and lawful attorney in fact to manage said property and collect the rents and other income, with full power to bring suit for collection of said rents and possession of said property, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary. Mortgagee shall receive such rents and other income of said premises, out of which it shall pay: (1) reasonable charges for collection hereunder, costs of necessary

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repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes, insurance premiums and all of the Liabilities. Upon default not cured within the Cure Period, this power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. Mortgagee shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas, or mineral leases of the premises, or any part thereof, now existing or hereafter made, and apply the same upon the Liabilities hereby secured, either before or after default hereunder. Notwithstanding anything hereinabove of the contrary, Mortgagee shall not exercise any of the rights provided for in this paragraph unless and until there has been a default as hereinafter defined.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the premises by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOID the premises, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and Mortgagor hereby represents and covenants that, at the time of the ensealing and delivery of these presents, Mortgagor is well seized of said real estate and premises in fee simple, and with full legal and equitable title to the mortgaged property, with good right, full power and lawful authority to sell, assign, convey and mortgage the same, and that it is free and clear of encumbrances materially impairing the operation of the Hotel or value of the premises except for encumbrances evidencing indebtedness for borrowed money or credit to which the lien hereof is subject and spoordinate by its terms.

The following provisions shall also constitute an integral part of this Mortgage:

- 1. Mortgagor expressly agrees to pay, when due or declared due, all of the Liabilities secured hereby.
- 2. Mortgagor hereby covenants and represents that:
 - (a) Mortgagor is duly authorized to make and enter into this Mortgago and to carry out the transactions contemplated herein.
 - (b) This Mortgage has been duly executed and delivered pursuant to authority legally adequate therefor; Mortgagor has been and is authorized and empowered by all necessary persons having the power of direction over it to execute and deliver said instrument; said instrument is a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject, however, to bankruptcy and other law, decisional or statutory, of general application affecting the enforcement of creditors' rights, and to the fact that the availability of the remedy of specific performance or of injunctive relief in equity is subject to the discretion of the court before which any proceeding therefor may be brought.

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- (c) Mortgagor is not now in default under any material instruments or obligation relating to the premises and no party has asserted any claim of default against Mortgagor relating thereto.
- (d) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, bank loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected.
- (e) There are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or threatened against or affecting Mortgagor or the premises, which may materially adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority; Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the premises.
- 3. Mortgagor agrees to comply with all of the provisions of the First Trust Deed governing the condition and insurance of the premises as though incorporated herein.
- 4. Mortgagor agrees to pay, no later than the due date and before any penalty or interest attaches, all rents and additional rents, of every kind and nature, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the premises and, at the request of Mortgagee, to exhibit to Mortgagee, official receipts evidencing such payments; provided, however, that in the case of any special assessment (or other imposition in the nature of a special assessment) payable in installments, each installment thereof shall be paid prior to the date on which each such installment becomes due and payable.
- 5. Mortgagor agrees that, if the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess, or charge any tem assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the premises or upon Mortgagee by reason of or as holder of any of the foregoing (other than a tax on or measured by net income), then, Mortgagor shall pay (or reimburse Mortgagee for) such taxes, assessments or impositions and, unless all such taxes, assessments and impositions are paid or reimbursed by Mortgagor when and as they become due and payable, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee, notwithstanding anything contained herein or in any law heretofore or hereafter enacted. Mortgagor agrees to exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing payment of all taxes, assessments and charges which Mortgagor is required or elects to pay hereunder.
- 6. (a) Mortgagor agrees to maintain in force at all times fire and extended coverage insurance (including, without limitation, explosion and such other risks usually insured against by owners of like properties) on the premises of the kinds and in such amounts as is in compliance with the First Trust Deed.

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- (b) All such insurance shall be written by companies and on forms with endorsements with suitable loss-payable and standard non-contribution mortgagee clauses in favor of Mortgagee as its interest appears, and the certificate, evidencing the same shall be delivered to Mortgagee. Proceeds shall be used as specified in the First Trust Deed. All said policies shall provide for, among other things, written notice to Mortgagee of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring. Not less than ten (10) days prior to the expiration of any such policy, an appropriate renewal policy, or certificate thereof, shall be deposited with Mortgagee.
- 7. Mortgegor agrees that it will comply with all material restrictions affecting the premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulation or supervision over Mortgagor, or any part of the premises, whether the same be directed to the repair thereof, manner of use thereof, structural alteration of buildings located thereon, or otherwise.
- 8. Mortgagor agrees that, if the United States Government or any department, agency or bureau thereof or the State of Illinois or any of its subdivisions shall at any time require documentary stamps to be affixed to the Mortgage, Mortgagor will, upon request, pay for such stamps in the required amount and deliver them to Mortgagee, and Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the Liabilities and regardless of whether this Mortgage shall have been released.
- 9. In the event Mortgagor fails to pay any real estate tax or required insurance premium related to the premises, Mortgagor agrees to thereafter and until all such taxes or insurance is paid to make monthly deposits in en interest-bearing account, which account shall be pledged to Mortgagee, at & bank or similar financial institution acceptable to Mortgagee, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the premises and 1/12th of the annual premium required to maintain insurance in force on the premises in accordance with the provisions of this Mortgage, the amount of such taxes and premiums, if unknown, to be estimated on the basis of the previous year's taxes or premiums, if any, or by such person or corporation as is acceptable to Mortgagee. In such event and during such period deposits are required Mortgagor shall provide Nortgagee with the original or a copy of the real estate tax bill or insurance invoice not later than ten (10) days before the payment is due and shall concurrently deposit at a bank or similar financial institution acceptable to Mortgagee an amount equal to the difference between the amount available in the aforesaid escrow account for such payment (giving effect to other taxes or expenses which are also to be paid from said account) as shown on Mortgagee's records and the amount required to be paid. Provided that no default has occurred, funds in such account (including the supplemental deposits required by the preceding sentence) shall be used by Mortgagor to pay such taxes and premiums as required herein. From and after the occurrence of a default under this Mortgage, Mortgagor will pay such funds to Mortgagee for application on the Liabilities. Mortgagee, in its sole discretion, may walve from time to time the requirement that such deposits be made, and if

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Mortgagee shall at any time waive such requirement, Mortgagor shall furnish Mortgagee with copies of paid tax receipts and insurance premium receipts not later than five (5) days before the payment is due.

- 10. If any building or other improvement now or hereafter erected on the premises shall be destroyed or damaged by fire or any other cause, whether insured or uninsured. Mortgagor shall comply with the provisions of the First Trust Deed applicable thereto.
- 11. Mortgagor agrees to indemnify Mortgagee from all loss, damage and expense, including reasonable attorneys' fees and expenses, reasonable fees of all paralegals and other staff employed by such attorneys, and the costs of any settlement or judgment, incurred in connection with any suit or proceeding in or to which Mortgegee may be made a party for the purpose of protecting the lien of this Mortgage end all such fees, expenses and costs shall be additional Liabilities secured harder.
- 12. Subject to the prior right of the Trustee under the First Trust Deed Mortgagor hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the premises for public use, and Mortgagee agrees that the proceeds of all such awards shall be applied to restoration of the premises.
- 13. Mortgagor agrees that, from and after the occurrence of a default under this Mortgage, Mortgagee may, but reed not, make any payment or perform any act hereinbefore, now or hereinafter required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. All money paid for any of the purposes herein authorized and all other moneys advanced by Mortgagee to protect the premises and the lier bereof shall be additional Liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest thereon at the per annum interest rate of four (4%) percent in excess of the prime rate as defined in the Note until paid to Mortgagee in full.
- 14. Any of the following occurrences or acts not cured within the later of (a) thirty (30) days after written notice thereof to Mortgagor or (b) such additional time (not exceeding 120 days) as may reasonably be required if such default is not suseptible of cure within such period and Mortgagor is attempting to cure same deligiently and in good faith ("Cure Period") shall constitute an event of a full under this Mortgage ("default"): (i) Mortgagor fails to pay the Liabilities when due or when declared due (ii) Mortgagor (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, at law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Mortgagor from complying with the terms of this Mortgage), shall fail to observe or perform any of Mortgagor's covenants, agreements or obligations under this Mortgage; (iii) a default shall occur under any other document, agreement or instrument between Mortgagor and Mortgagee, or the First Trust Deed or other mortgage to which the lien hereof is subordinated as provided herein, or (iv) the premises or a substantial part thereof shall have been abandoned for thirty (30) consecutive days. If any such default shall have occurred, and after the expiration of any applicable graceperiod, if any, then, to the extent permitted by applicable law, the following provisions shall apply:

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- (a) All of the Liabilities secured hereby shall, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.
- (b) It shall be lawful for Mortgagee to (i) immediately sell the premises either in whole or in separate parcels, as prescribed by Illinois law, under power of which power is hereby granted to Mortgagee to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage by action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the then value of the premises or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due, during such foregiosure suit and the full statutory period of redemption notwithstanding any relemption. The receiver, out of such rents, issues and profits when collected may pay costs incurred in the management and operation of the premises prior and coordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises and may pay all or any part of the Liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings.
- (c) Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, to enter upon and take possession of the premises, expel and remove any persons, goods, or chattoccupying or upon the same, to collect or receive all the rents, issues a profits thereof and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses (including fees of all paralagals and other staff employed by such attorneys), and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the Liabilities or other sums secured hereby or upon any deficiency decree entered in any foreclosure proceedings.
- 15. In any foreclosure of this Mortgage by action, there shall be allowed and included in the decree for sale, to be paid out of the rents or the proceeds of such sale:
 - (a) all of the Liabilities and other sums secured hereby which then remain unpaid;
 - (b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, with interest thereon at the Interest Rate from the date of advancement; and
 - (c) all court costs, attorneys' fees and expenses (including fees of all paralegals

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and other staff employed by such attorneys), appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee may deem necessary. All such expenses shall become additional Liabilities secured hereby and immediately due and payable, with interest thereon at the Interest Rate, when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any Liabilities hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced. The proceeds of any for closure sale shall be distributed and applied to the items described in (a), (b) and (c) of this paragraph as Mortgagee may in its sole discretion determine, and any surplus of the proceeds of such sale shall be paid to Mortgagor.

- 16. Each remedy or right of Mortgagee shall not be exclusive of, but shall be in addition to, every other temedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default of acquiescence therein, nor shall it affect any subsequent default of the same or in different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.
- 17. If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, execution may be made upon any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales may likewise be conducted separately or concurrently, in each case at Mortgagee's election.
- 18. In the event of a foreclosure of this Mortgage, the indebtedless then due Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose on or more mortgages which also secure said indebtedness.
- 19. Mortgagor agrees that, upon request of Mortgagee from time to time, it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.
- 20. Except as otherwise provided herein, all notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and shall be deemed to have been validly served, given or deliveredthree (3) days following deposit in the United States mails, with proper postage prepaid, and addressed to the party to be notified as follows:

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if to Mortgagor:

Opony Ox

LA SALLE NATIONAL BANK as Trustee under Trust No. 109206 c/o Greater Capital Hotel Corporation 1633 Bayshore Highway Suite 239 Burlingame, California 94010

Attn: President

Any of: Ethel L. Cohn, Steven A. Cohn, Mark F. Cohn or Alexis Lewin c/o Greater Capital Hotel Corporation 1633 Bayshore Highway Suite 239 Burlingame, California 94010

Attn: President

Creater Capital Corporation 1633 Bayshore Highway Euile 239 Burtingame, California 94010

Attn: President

MOUNTAIN VIEW PARTNERSHIP c/o Greater Capital Hotel Corporation 1633 Bayshore Highway Suite 239 Burlingame, California 94010

in each case with a copy to:

Paul Homer

208 South LaSalle Street Chicago, Illinois 60604

if to Mortgagee:

Orts Office e/o Unity Savings & Loan Association

8500 Wilshire Blvd.

Beverly Hills, California 90211

with a copy to:

Henry S. Stone STONE & BENDER 815 Moraga Drive Los Angeles, California 90049

or to such other address as each party may designate for itself by like notice.

Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities secured hereby or affecting the lien of this Mortgage upon the

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premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Liabilities secured hereby, extend the time, or agree to alter the terms of payment of such Liabilities. Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Liabilities or the remainder of the security.

22. The Note Holder (as defined in the Note) has agreed in said Note (and the Mortgagee agrees hereby) to subordinate the lien and security interests granted hereby as follows:

"This Note may be prepaid at any time after the date hereof in whole or in part. Partial prepayment shall apply in the inverse order of scheduled avenues."

This Note is secured by a mortgage among others made by LaSalle National Bank as Trustee under Trust Agreement dated November 28, 1984 and known as Trust #109206 collectively conveying the entirety of the real estate, improvements, enemants, easements, fixtures and appurtenances and all rents, issues and profits thereof, of the property commonly known as the Sheraton International at O'Hare Hotel (the "Security Mortgage"). Security Mortgage is subject and subordinate to the lien of a certain Trust Deed and Security Agreen ent made May 30, 1985 between LaSalle National Bank as Trustee under Frust Agreement dated November 28, 1984, and known as Trust #109206 and Onicago Title & Trust Company as Trustee for the benefit of Sheraton Blackstone Corporation securing a note in the original principal amount of \$29,500,000 and any ancillary security documents related thereto (said Trust Deed hereinafter referred to as the "First Trust Deed") and to any extension, renewal, or replacement thereof provided such extension, renewal or replacement does not secure indebtedness in excess of the original principal indebtedness secured thereby and interest accrued thereon as of the date of such renewal replacement or extension; provided further, the Note Holder has agreed pursuant to the terms of said Security Mortgage (and agrees hereby) that it will subordinate the lien of the Security Mortgage (if the lien thereof is not previously subject and subordinate) to the lien of a second morigage or trust deed (junior to the First Trust Deed) securing not more than \$2,000,000 of principal indebtedness payable in one (1) year or longer installments and bearing such interest rate as may be negotiated from time to time (provided there shall be no interest accrued by reason of a difference in pay rate and stated rate of interest, or like formula for interest accrual unless such accrual is payable entirely and only from Cash Available for Distribution [as such term is defined in a certain Partnership Agreement as amended among the Note Holder and Greater Capital Hotel Corporation relating to the Hotel] and further unless such accrual is fully discharged by a foreclosure of the Security Mortgage), and any renewal, extension or replacement thereof, provided such renewal, extension or replacement does not secure principal indebtedness of more than \$2,000,000 (such trust deed or mortgage hereinafter referred to as the "Second Trust Deed"). The Note Holder has further agreed to subordinate the lien of the Security Mortgage to additional trust deeds or mortgages without limitation, except the limitation on accruals stated above, upon the following terms and conditions:

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- (a) Mortgages or trust deeds securing an additional \$500;000 of indebtedness over and above indebtedness secured by the First and Second Trust Deeds providing the first \$150,000 of any such additional indebtedness shall be paid as an obligatory prepayment on this Note; and
- (b) Mortgages or trust deeds securing indebtedness in excess of that described in sub-paragraph (A) immediately preceeding, providing fifty (50%) percent of the net proceeds thereof in each case shall be paid as an obligatory prepayment on this Note.

All of the foregoing Trust Deeds and Mortgages and indebtedness to which this Mortgage is now or as to which it may become subject and subordinate are referred to as "Senior Mortgages" and indebtedness secured thereby "Senior Indebtedness" and shall include extensions, renewals and replacement of each thereof without any duplicate obligatory prepayment required. The Note Holder has agreed to execute any documents reasonably required by the holder of Senior Indebtedness to effect such subordination.

Notwithstrading the foregoing, the Note Holder need not cause the lien of the Security Mortgage to be subordinated to the lien of a Senior Mortgage (other than tra Second Trust Deed) unless containing the following provisions:

- (a) The Note Holder shall be given notice by the holder of the Senior Indebtedness secured thereby of any default under the Senior Mortgage or any act that may cause acceleration of the principal amount secured thereby promptly after the occurrence and the Note Holder (or Mortgagee under the Security Mortgage) be permitted the greater of that period of time afforded under the provisions of the Senior Mortgage document or flicten (15) days within which to cure said default, and
- (b) The holder of the Senior Indebtedness that acknowledge the existence and term of the Security Mortgage. Any expense incurred or sum paid by the Note Holder or Mortgagee under the Security Mortgage (relative to any cure of the foregoing) shall be deemed added to the indebtedness evidenced hereby and be payable upon demand."

All of the provisions thereof are incorporated herein vertailm and are binding upon each and every successive Noteholder and Mortgages.

- 23. Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Illinois. Wherever 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.
- 24. Upon full payment of all sums secured hereby or upon application on the Liabilities of the proceeds of any sale of the premises in accordance with the provisions of

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this Mortgage, at the time and in the manner provided, this conveyance shall be null and void and, upon demand therefor following such payment, a satisfaction of mortgage shall be provided by Mortgagee to Mortgagor.

- 25. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
- 26. Mortgagor and Mortgagee, within ten (10) days after request of the other, will furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest, if any, has been paid and stating (as to Mortgagor) either that no offsets or defenses exist against the mortgage dett, or, if such offsets or defenses are alleged to exist, the nature thereof, and (as to mortgagee) any alleged defaults and the nature thereof.
- 27. Mortgagor does hereby waive any and all statutory or equitable rights, if any, of redemption from sale under any order of decree or foreclosure of this Mortgage on behalf of Mortgagor and each and every person, except decree or judgment creditors of Mountain View. acquiring any interest in or title to the premises subsequent to the date hereof, to the extent such waiver of redemption from sale is now, or hereafter, permissible under applicable Illinois law.
- 28. Mortgagor shall not permit any liens or security interests (including any mechanics) or materialmen's liens, unless the same are being contested in good faith by appropriate proceeding and any foreclosus ection is stayed or bounded or insured over by a reputable title company) to be filed or attached to the premises without the written consent of Mortgagee. The Mortgagor shall not sell, convey, transfer, lease (except in the normal course of conducting its notel business on the premises) or (except as provided herein) further encumber any interest in or any part of premises, nor shall a voluntary sale, pledge or other transfer of the beneficial interest of Mortgagor be affected (except in respect of an ancumbrance permitted hereunder) without the prior written consent of the Mortgagee having been obtained to (i) the sale, transfer, lease, pledge, assignment or other transfer to the purchaser, transferee, assignee or pledgee, and (ii) to the form and substance of any instrument evidencing any such sale, transfer, lease, pledge, assignment or other The Mortgagor shall not, without the prior written consent of the Mortgagee, further assign the rents from the premises. Provided, however, notwithstanding anything to the contrary contained herein, provided that Mortgagor give prior written notice pursuant to paragraph 20 hereof, no consent shall be required to a transfer or conveyance of all or any part of the premises permitted by the second gramatical paragraph of Article X of the First Trust Deed. If Mortgagor does sell, convey, refinance or otherwise dispose of all or any part of the premises, or any interest therein, or permits the sale of the beneficial interest of Mortgagor, or permits any liens or security interests to be filed against the premises in contravention of this paragraph, Mortgagee may elect, by notice in writing to Mortgagor and a failure to cure any alleged default within thirty (30) days, to declare all of the Liabilities, or any part thereof, and all other sums secured hereby

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to be and to become due and payable immediately upon the giving of such notice. The Mortgagor agrees that in the event the ownership of the premises or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal in any way with such successor or successors in interest with reference to the Mortgage, the and other sums hereby secured without in any way vitiating or discharging the Mortgagor's liability hereunder and other sums hereby secured. No sale of the premises, no forbearance to any person with respect to this Mortgage, and no extension to any person of the time for payment of the or Liabilities shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, either in whole or in part.

29. TRUSTEE EXCULPATION CLAUSE:

2 COOPER

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 109206 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK Mereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed the nothing contained herein or in the note, or in my other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgages or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as inc mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

Form XX0133

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IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by each Mortgagor (and each person signing as or in behalf of a Mortgagor hereby represents that he possessed full power and authority to execute this instrument).

MORTGAGOR:

Attest:

Secretary, Greater Capital Corporation LA SALLE NATIONAL BANK not personally, but solely as Trustee under Trust No. 109206

Attooks - Charles

Assistant Eugretury

MOUNTAIN VIEW PARTNERSHIP

By:

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GREATER CAPITAL CORPORATION

By:__ Its:__

STEVEN A. COHN

MARK F. COHN

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THE MORTGAGEE agrees to comply with the provisions requiring subordination under paragraph 22 above.

MORTGAGEE:

ROBERTS-O'HARE, LTD., a California limited partnership

DO OF ROBERTS HOTEL MANAGEMENT CORP., a California corporation

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STATE OF ILLINOIS)	860	20225
COUNTY OF COOK)SS.	·	
do hereby certify that A.	CLARK	- ASST VICE-PRESIDENT	nty, in the State aforesaid,
and William II.		dorrarant 2001018	ry Secretary of LA SALLE
personally known to me instrument, acknowledg as NSST VICE-PRESIDENT	to be the persons ged that they sig and <u>A59</u>	olely as Trustee un whose names are s	der Trust Number 109206, subscribed to the foregoing delivered said instrument said bank, for the uses and
purposes therein set for			
GIVEN under my h	and and notarial se	· Kathi	January 1986. Naccena
9	ndte 1	Notary's S	ignature
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My commission expires:		IS PH 2: 19	86020225
STATE OF CALIFORNIA) .	9	
COUNTY OF SAN MATEO)SS.	C_{k}	
do hereby certify that	ne is subscribed to i acknowledged the n behalf of the par	the foregoing instr nat signed thership as	naty, in the State aforesaid, nally known to me to be the ument, appeared before me, sealed and delivered the free and voluntary act, for
GIVEN under my h	nand and notarial s	eal this day of _	198
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My commission expires:			

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de Resson	the under the Notary Public, personally appeared	Dersonally known to me proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it. WITNESS my hand and official seal.	Z. P.Es.SOO	RESERVED RECORDER RESERVED RESERVED VENTURE BIND - Woodland Hills CA 2013 Venture Bind - Woodland Hills CA 2013		
on this the Ed. day on	the under mued Notary	to be the personally who have basis of sating the best of the person (s) who executed the partnership, and acknowledged to mand and official seal.	Notary's Signature	ZOROS ESTE ESTE ESTE ESTE ESTE ESTE ESTE ES		
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STATE OF CALIFORNIA)ss. COUNTY OF SAN MATEO

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ETHEL L. COHN 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this say of sangery, 1986.



Notary's Signature

My commission expires: FELO. 27

STATE OF CALIFORNIA)ss. COUNTY OF SAN MATEO

)x Coot Cou, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEVEN A. COHN 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this B day of January, 1986.



Notary's Signature

My commission expires: FEO

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STATE OF CALIFORNIA SS. COUNTY OF SAN MATEO

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARK F. COHN 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 he signed, scaled and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this a day of Talliery, 1986.



Notary's Signature

My commission expires: FED. 27. 1989

STATE OF CALIFORNIA)ss. COUNTY OF SAN MATEO

0x Co0+ Co4, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ALEXIS LEWIN 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forther

GIVEN under my hand and notarial scal this a day of 1986.



Notary's Signature

My commission expires: FED

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STATE OF CALIFORNIA) 8 6 0 2 0 2 2 5 COUNTY OF SAN MATEO)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the personally known to me to be the personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such president and secretary they signed and delivered the said instrument as personal secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of president and deed of said corporation, as their 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 a day security, 1986.

OFFICIAL SEAL
DANA L. PIERSON
NOTARY PUBLIC CALIFORNIA
COUNTY OF SAN MATEO
MA Commission oxpires Feb. 27, 1989

Notary Public Prends And

My commission expires: Feb. 324989

The County Clark's Office

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STATE OF CALIFORNIA SS. COUNTY OF Los Angeles before me, the undersigned, a Notary Public in and for David Roberts said State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed 86020225 the within instrument as the President OFFICIAL SEAL MARGARET G SOUDERS that executed the within instrument and acknowledged NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY to me that such corporation exceeded the within instrument pursuant to its by-laws or a resolution of its My comm. expires SEP 22, 1989 board of directors.

(This area for official notarial seal)

CAT. NO. NN00630 TO 21948 CA (1-83)

(Partnership)

Signature ___

STATE OF CALIFORNIA

WITNESS my hand and official scal.

COUNTY OF

86020225

before me, the undersigned, a Motory Public in and for David Roberts said States personally appeared

, personally known to me or proved to me on the basis of satisfactory evidence to be who executed the within instrument as the person who executed the within instrument as one of the waxane partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same. WITNESS my hand and official scal.

OFFICIAL SEAL MARGARET G SOUDERS NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY

My comm. expires SEP 22, 1989

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Property of Cook County Clerk's Office

PARCEL 1:

THE SOUTH 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL HERIDIAN, (EXCEPT THAT PART TAKEN FOR HANNHEIM ROAD AND THAT PART CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NUMBER 16738863), (AND EXCEPT THAT PART TAKEN IN CASE NUMBER 64"L"21589), IN COOK COUNTY, ILLINOIS

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,

LYING WESTERLY OF THE WEST LINE OF MANNHEIM ROAD AND NORTH OF THE NORTH LINE OF THE ILLINOIS TOLL HIGHWAY DRAWN FROM A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4, 315.2 FEET SOUTH OF THE EAST 1/4 CORNER OF SAID SECTION 32, TO A POINT IN THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTH EAST 1/4, 844.8% FEET MEASURED ON THE SAID NORTH LINE EAST OF THE NORTH WEST CORNER OF SAID EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 32, (EXCEPT THAT PAPT TAKEN IN CASE NUMBER 64"L"21263), IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 1 TO 4 IN BLOCK 2 IN OLIVER SALINGER AND COMPANY'S 1ST ADDITION TO GLEN ACRES, BEING A SUBDIVISION OF CUE NORTH 3/4 OF THE SOUTH EAST 1/4 OF SECTION 32, ZOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF THE SOUTH 1/2 OF MORSE AVENUE, VACATED BY DOCUMENT 26239728, LYING NORTH OF AND ADJOINING LOTS 3 AND 4 IN JLOCK 2 IN OLIVER SALINGER AND COMPANY'S 1ST ADDITION TO GLEN ACRES, BFING A SUBDIVISION OF THE NORTH 3/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

Permanent Tax Numbers: 09-32-203-005; 09-32-212-015;

09-32-206-015

Address: 6810 North Mannheim Road

Rosemont, Illinois

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