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MORTGAGE

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THIS MORTGAGE made this 21st day of January, 1986, by CHICAGO TITLE & TRUST COMPANY, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Trust Company in pursuance of a Trust Agreement dated July 8, 1985, and known as Trust No. 1087383, herein referred to as "Mortgagor", in favor of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, herein referred to as "Mortgagee".

W I T N E S S E T H:

WHEREAS, the Mortgagor has, concurrently herewith, executed and delivered to Mortgagee, Mortgagor's promissory note (hereinafter called the "Note") bearing even date herewith, in the principal sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$1,250,000.00) bearing interest at the rate of ONE PERCENT (1.00%) over the Base Lending Rate of Lender as defined in the Note, per annum payable to the order of Mortgagee and as more particularly described in the Note, due on November 1, 1987, and otherwise in the form and text set forth in Exhibit "A" attached hereto, incorporated herein by reference and made a part hereof; the proceeds of which Note are to be used to construct the improvements on the premises as is set forth in the Construction Loan Agreement.

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest thereon, and all extensions, modifications or renewals thereof, in whole or in part, and all other sums which may be at any time due or owing or required to be paid as herein provided, are herein called "Indebtedness Hereby Secured".

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other Indebtedness Hereby Secured, and the performance and observance of all the covenants, agreements and provisions herein and in the Note contained, and in consideration of the premises and of the sum of TEN DOLLARS (\$10.00) paid by the Mortgagee to the Mortgagor, and for other valuable consideration, the receipt and adequacy whereof is hereby acknowledged by the Mortgagor, the Mortgagor DOES HEREBY MORTGAGE AND WARRANT unto the Mortgagee, all and sundry the parcels of Mortgagor, all as more particularly described in Exhibit "B" attached hereto and

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THIS MORTGAGE was made this 12th day of December, 1921, by and between the said [Name], the mortgagor, and [Name], the mortgagee, both of the County of Cook, State of Illinois, and the mortgagee is a duly organized corporation under the laws of the State of Illinois, having its principal office at Chicago, Illinois, and is known as the [Name], a corporation organized under the laws of the State of Illinois, and is authorized to do business in this State, and the mortgagee is a duly organized corporation under the laws of the State of Illinois, having its principal office at Chicago, Illinois, and is known as the [Name], a corporation organized under the laws of the State of Illinois, and is authorized to do business in this State.

WITNESSETH

That the said mortgagor has, executed and delivered, and the mortgagee has accepted, and the mortgagee has caused to be recorded in the office of the County Clerk of Cook County, Illinois, in the presence of the undersigned, a certain mortgage, the contents of which are set forth in the foregoing recitals, and the mortgagee has caused to be recorded in the office of the County Clerk of Cook County, Illinois, in the presence of the undersigned, a certain deed, the contents of which are set forth in the foregoing recitals, and the mortgagee has caused to be recorded in the office of the County Clerk of Cook County, Illinois, in the presence of the undersigned, a certain deed, the contents of which are set forth in the foregoing recitals.

Witness my hand and the seal of the County of Cook, State of Illinois, this 12th day of December, 1921, at Chicago, Illinois.

RECORDED IN THE OFFICE OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS, THIS 12th DAY OF DECEMBER, 1921.

This mortgage was made on the 12th day of December, 1921, by and between the said [Name], the mortgagor, and [Name], the mortgagee, both of the County of Cook, State of Illinois, and the mortgagee is a duly organized corporation under the laws of the State of Illinois, having its principal office at Chicago, Illinois, and is known as the [Name], a corporation organized under the laws of the State of Illinois, and is authorized to do business in this State, and the mortgagee is a duly organized corporation under the laws of the State of Illinois, having its principal office at Chicago, Illinois, and is known as the [Name], a corporation organized under the laws of the State of Illinois, and is authorized to do business in this State.

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made a part hereof (which real estate, together with the property hereinafter described, being herein called the "Premises").

TOGETHER WITH:

- a) Any and all improvements, tenements, easements, fixtures, privileges, reservations, allowances, hereditaments, and appurtenances belonging thereto or pertaining.
- b) Any and all rights and estates in reversion or remainder and any and all rights and interests of every name and nature now or hereafter owned by any mortgagor forming part of or used in connection with the real estate and/or the operation and convenience of the buildings and improvements located thereon.
- c) Without limiting the generality of Clause (b) above, any and all of the following items now or hereafter placed in, on or at said real estate or the improvements thereon, and all renewals or replacements of all or any thereof (all herein called "Mortgaged Equipment"), to wit:

All fixtures, apparatus, equipment, machinery and articles used to supply heating, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation, which are owned by Mortgagor.

AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether real, personal or mixed, and whether or not affixed or annexed to said real estate and to be appropriated to the use of said real estate and for the purposes hereof shall be deemed to be real estate conveyed hereby.

TO HAVE AND TO HOLD all the Premises hereby warranted and mortgaged or intended so to be, unto the Mortgagee, for the uses and purposes herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the Indebtedness Hereby Secured, or the breach of any covenant, warranty, representation or agreement herein contained.

PROVIDED, NEVERTHELESS, and these presents are on the express condition that if the Mortgagor shall pay when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all

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These are the terms and conditions which shall apply to the purchase of the property described herein, and which are subject to the approval of the Board of Directors of the Corporation.

ARTICLE I

1.1 The Corporation shall acquire all the property, real and personal, situated in the County of Cook, State of Illinois, and shall hold the same in trust for the purposes hereinafter set forth.

1.2 The Corporation shall hold the property in trust for the purposes hereinafter set forth, and shall not be bound to execute any deed or conveyance in respect of the property until the expiration of the term hereinafter set forth.

1.3 The Corporation shall hold the property in trust for the purposes hereinafter set forth, and shall not be bound to execute any deed or conveyance in respect of the property until the expiration of the term hereinafter set forth.

1.4 The Corporation shall hold the property in trust for the purposes hereinafter set forth, and shall not be bound to execute any deed or conveyance in respect of the property until the expiration of the term hereinafter set forth.

1.5 The Corporation shall hold the property in trust for the purposes hereinafter set forth, and shall not be bound to execute any deed or conveyance in respect of the property until the expiration of the term hereinafter set forth.

1.6 The Corporation shall hold the property in trust for the purposes hereinafter set forth, and shall not be bound to execute any deed or conveyance in respect of the property until the expiration of the term hereinafter set forth.

1.7 The Corporation shall hold the property in trust for the purposes hereinafter set forth, and shall not be bound to execute any deed or conveyance in respect of the property until the expiration of the term hereinafter set forth.

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of the terms, provisions, covenants and agreements herein provided to be performed and observed by the Mortgagor, then this Mortgage and the estate, right and interest of the Mortgagee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

AND the Mortgagor does further covenant and agree as follows:

1. The Mortgagor will pay when due (a) the principal of and interest on the indebtedness evidenced by the Note; and (b) any and all sums which may be or become due or owing or required to be paid under the terms of this Mortgage or the Note or any other instrument given to secure the Indebtedness Hereby Secured; and the Mortgagor will duly and punctually perform and observe all of the other terms, provisions, conditions, covenants and agreements on the Mortgagor's part to be performed or observed as provided herein so that no default shall exist thereunder; and this Mortgage shall secure such payment performance and observance.

2. The Mortgagor shall (a) promptly repair, restore, or rebuild any building or improvement now or hereafter on the Premises which may become damaged or be destroyed; (b) keep in good order and repair all of the Mortgaged Equipment, and forthwith replace and pay for the replacement of any item of Mortgaged Equipment which may be or become worn out, destroyed or obsolete with a new substitute item at least equal in value and utility to the value and utility, when new, of the item being replaced; (c) keep the Premises in good condition and repair, without waste, and free from mechanic's, materialmen's or laborer's liens or other liens or claims for lien; (d) comply with all requirements of law, municipal or other ordinance or restrictions of record with respect to the Premises and the use and operation thereof; (e) make or permit no material alterations in the Premises, except as required by law or ordinance without the prior written consent of the Mortgagee; (f) initiate or acquiesce in no zoning reclassification with respect to the Premises; and (g) suffer or permit no unlawful use of, or nuisance to exist upon the Premises.

3.a) That the provisions set forth in the Construction Loan Agreement, of even date are incorporated herein by express reference; with the further proviso that a default by any party to said Construction Loan Agreement other than Mortgagee in any of the terms therein contained, after due notice given as therein required, shall be and constitute a default under this Mortgage; and in consequence thereof the Mortgagee may declare the entire debt to be immediately due and payable, or pursue any right, remedy or recourse reserved herein (or the Construction Loan Agreement) for default or condition broken. Said Construction Loan Agreement is incorporated herein by reference.

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The undersigned, being duly sworn, deposes and says that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public in and for the State of Illinois
My Commission Expires _____

Witness my hand and the seal of my office this _____ day of _____, 19____.

Notary Public in and for the State of Illinois
My Commission Expires _____

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- b) That Mortgagee will comply with each and all of the covenants and obligations of said Construction Loan Agreement.
- c) That Mortgagor will cause the construction of the building and other improvements to be made in accordance with the aforesaid Construction Loan Agreement.
- d) That all sums advanced under the Construction Loan Agreement, from time to time, shall be secured hereby as said advances are made pursuant to the terms and conditions of this Mortgage.
- e) That in case of a conflict or contradiction between any of the terms and conditions of this Mortgage and those contained in the Construction Loan Agreement, those contained in the Construction Loan Agreement shall govern.

4. The Mortgagor shall pay before any penalty attaches, all general and special taxes, assessments, water charges, sewer and sanitary district charges and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness Hereby Secured or obligation or any agreement secured hereby; and Mortgagor shall, upon written request, furnish to the Mortgagee, duplicate receipts therefor. To prevent default thereunder, the Mortgagor shall pay in full under protest in the manner provided by statute, any Taxes which the Mortgagor may desire to contest, provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, the Mortgagor shall deposit with the Mortgagee, the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, and in any event, shall pay such Taxes, notwithstanding such contest, if in the opinion of the Mortgagee, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; and if the Mortgagor shall not pay the same when required so to do, the Mortgagee may do so and may apply such deposit for the purpose. In the event that any law or court decree has the effect of deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the Taxes or liens herein required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of the Mortgages or debts secured by Mortgages or the interest of the Mortgagee in the property, or the manner of the collection of Taxes, so as to affect this Mortgage or the Indebtedness Hereby Secured or the holder thereof, then and in any such event, the

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- (a) That Mortgage will comply with each and all of the provisions and conditions of said Construction Loan Agreement.
- (b) That Mortgage will cause the construction of the building and other improvements to be made in accordance with the attached floor plan and specifications.
- (c) That all work advanced under the Construction Loan Agreement, shall be secured by a first mortgage on the property to be constructed.
- (d) That the construction of the building and other improvements shall be completed in accordance with the attached floor plan and specifications.

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Mortgagor upon demand by the Mortgagee, shall pay such Taxes, or reimburse the Mortgagee therefor. Nothing in this Section 4 contained shall require the Mortgagor to pay any income, franchise or excise tax imposed upon the Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises, and then only in an amount computed as if the Mortgagee derived no income from any source other than its interest hereunder.

5. The Mortgagor will insure and keep insured all of the buildings and improvements now or hereafter constructed or erected upon the Premises and each and every part and parcel thereof, against such perils and hazards as the Mortgagee may from time to time require, and in any event, including:

- a) Insurance against loss by fire, risks covered by the so-called extended coverage endorsement and other risks as the Mortgagee may reasonably require in amounts equal to the full value of the Premises; insurance to fund such value shall be not less than 80% of the replacement cost less depreciation thereof, but in no event in policy amounts less than the amount of the loan.
- b) Workers compensation, builders risk and other insurance of the types and in amounts as the Mortgagee may require but, in any event, not less than customarily carried by persons owning or operating like properties.

6. All policies of insurance to be maintained and provided as required by Section 5 hereof shall be in forms, companies and amounts reasonably satisfactory to the Mortgagee and all policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee. The Mortgagor will deliver all policies, including additional and renewal policies to the Mortgagee and, in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than ten (10) days prior to the respective dates of expiration. Mortgagor will, in like manner and time, furnish to Mortgagee, Certificates of Insurance.

7. The Mortgagor will give the Mortgagee prompt notice of any damage to or destruction of the Premises:

- a) In case of loss covered by policies of insurance, the Mortgagee is hereby authorized at its option either (i) to settle and adjust any claim under

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such policies without the consent of the Mortgagor, or (ii) allow the Mortgagor to agree with the insurance company or companies of the amount to be paid upon the loss; provided, that the Mortgagor may itself adjust losses aggregating not in excess of Fifty Thousand Dollars (\$50,000.00) and provided further, that in any case, the Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds, which shall be kept in an interest bearing account; and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to the Mortgagee upon demand.

- b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), if no Event of Default as herein defined shall have occurred and be then continuing and the Mortgagor shall not be in default hereunder, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to Insured Casualty, as provided for in Section 9 hereof; and the Mortgagor hereby covenants and agrees forthwith to commence and to diligently prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance.
- c) Except as provided for in Subsection (b) of this Section 7, the Mortgagee may apply the proceeds of insurance received as a result of any Insured Casualty upon the Indebtedness Hereby Secured, in such order or manner as the Mortgagee may elect.
- d) Upon the proceeds of insurance being made available to the Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagee.

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such policies without the consent of the Board of Directors of the Corporation. The Board of Directors shall have the right to amend, modify, or repeal any such policy at any time and from time to time. The Board of Directors shall also have the right to delegate any of its powers and duties to any committee or officer of the Corporation.

In the event of any change of control of the Corporation, the Board of Directors shall have the right to take such action as it deems appropriate to protect the interests of the Corporation and its shareholders. The Board of Directors shall also have the right to issue and modify the Corporation's charter, bylaws, and other governing documents.

Except as otherwise provided in this Certificate of Incorporation, the powers and duties of the Board of Directors shall be as provided in the Corporation's bylaws. The Board of Directors shall have the right to elect and remove any officer or director of the Corporation and to determine the compensation of any officer or director.

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8. In the event the Mortgagor is entitled to reimbursement out of insurance proceeds held by the Mortgagee, such proceeds shall be disbursed from time to time upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding with funds (or assurance satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such architect's sworn statements and such other evidences of cost and of payment as the Mortgagee may reasonably require and approve; and the Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement or rebuilding be submitted to and approved by the Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement or rebuilding shall exceed Ninety Percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and that at all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagor for the purpose, shall be at least sufficient in the reasonable judgment of the Mortgagee, to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens, or claims for lien. Any surplus held by the Mortgagee, which may remain from the insurance proceeds after payment of the costs of rebuilding or restoration, shall be applied to the reduction of interest due and then to the reduction of principal with any surplus paid to the Mortgagor.

9. The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain, or by condemnation. The Mortgagee shall apply the proceeds of the award to require the Mortgagor to restore or rebuild the Premises; the proceeds shall be held by the Mortgagee and used to reimburse the Mortgagor for the cost of such rebuilding or restoring. If the Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements upon the Premises under the terms of any lease or leases which are or may be prior to the lien of the Mortgage, and if such taking does not result in cancellation of such lease or leases, the award shall be used to reimburse the Mortgagor for the costs of restoration and rebuilding; provided always, that Mortgagor is not in default hereunder and that no Event of Default has occurred and is then continuing. If the Mortgagor is required or permitted to rebuild or restore the Premises as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans

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§ 10-10-1. In the event the corporation is unable to maintain its capital structure, the board of directors shall have the authority to declare a dividend or to pay out of the assets of the corporation any amount which may be necessary to maintain the capital structure of the corporation. The board of directors shall also have the authority to declare a dividend or to pay out of the assets of the corporation any amount which may be necessary to maintain the capital structure of the corporation.

§ 10-10-2. The directors of the corporation shall have the authority to declare a dividend or to pay out of the assets of the corporation any amount which may be necessary to maintain the capital structure of the corporation. The directors shall also have the authority to declare a dividend or to pay out of the assets of the corporation any amount which may be necessary to maintain the capital structure of the corporation.

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and specifications previously submitted to and approved by the Mortgagee, and proceeds of the award shall be paid out in the same manner as provided in Section 9 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the costs of rebuilding or restoration, the Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus held by the Mortgagee, which may remain out of the award after payment of such costs of rebuilding or restoration, shall be paid to the Mortgagor. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee, except that if said funds are held beyond 30 days, then interest, if any, earned thereon shall be paid by the Mortgagee to the Mortgagor.

10. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is used or becomes due in respect of the issuance of the Note, the Mortgagor shall pay such tax in the manner required by such law.

11. All proceeds of the loan shall only be disbursed through the Chicago Title & Trust Company Construction Loan Escrow Trust Agreement established under the Construction Loan Agreement.

12. Mortgagor may at any time, and from time to time on any interest installment date, pay all or any portion of the Indebtedness Hereby Secured in whole or in part, without penalty or premium.

13. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding any such extension variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any interest therein, shall take the said lien subject to the rights of the Mortgagee herein to amend, modify and supplement this Mortgage, the Note and the Assignment hereinafter referred to, and to extend the maturity of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien.

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14. In the event of the enactment after the date hereof by any legislative authority having jurisdiction of the Premises of any law deducting from the value of land for the purposes of taxation, any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor, or; changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the method of collecting taxes, so as to affect the Mortgage or the Indebtedness Hereby Secured, or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor.

15. In case of default herein, the Mortgagee may, but shall not be required to make any payment or perform any act herein required of the Mortgagor (whether or not the Mortgagor is personally liable thereof) in any form and manner deemed expedient to the Mortgagee; and the Mortgagee may, but shall not be required to 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 the Premises, or contest any tax sale or forfeiture affecting the Premises, or contest any tax or assessment. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and any other monies advanced by the Mortgagee to protect the Premises and the lien hereof, shall be so much additional Indebtedness Hereby Secured, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate specified in the Note (herein called the "Default Rate"). Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Mortgagor. The Mortgagee, in making any payment hereby authorized (a) relating to taxes and assessment; or (b) for the purchase, discharge, comprise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

16. The Mortgagee or its designee shall have the right to inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

17. The Mortgagor will, within ninety (90) days after a request by the Mortgagee furnish to the Mortgagee at the place where interest thereon is then payable, financial and operating statements of the Premises of Mortgagor, all in reasonable detail and in any event including such itemized statements of receipts

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14. In the event of the death of the donor, the property shall be distributed to the surviving spouse of the donor, and if there is no surviving spouse, then to the children of the donor, and if there are no children, then to the issue of the donor, and if there is no issue, then to the State of Illinois.

15. The donor hereby irrevocably and exclusively delegates to the trustee the power to sell, lease, convey, mortgage, and otherwise dispose of the property in whole or in part, and to execute any instrument necessary to carry out the purposes of this trust, and to exercise any power conferred upon the trustee by this instrument or by any law, and to do all such things as the trustee may deem necessary or proper to carry out the purposes of this trust.

16. The trustee or trustees shall have the right to demand and receive from the grantor, or the grantor's estate, the amount of any unpaid taxes, and interest thereon, which may be payable by the grantor.

17. The trustee shall have the right to sue and be sued, and to defend any suit brought against the trust, and to do all such things as the trustee may deem necessary or proper to carry out the purposes of this trust.

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and disbursements as shall enable Mortgagee to determine whether any default exists hereunder or under the Note. Such financial and operating statements shall be prepared and certified by an Officer of the operation of the Premises at the expense of Mortgagor in such manner as may be acceptable to the Mortgagee.

18. This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Section 18 called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any provisions of this Section 18 and shall not limit the generality or applicability of any other provisions of this Mortgage, but shall be in addition thereto:

- a) The Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof.
- b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the Premises for use in connection with the construction of an office building.
- c) The Collateral will be kept at the real estate comprised in the Premises, and will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code) or any other person; and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.
- d) The only persons having any interest in the Collateral are the Mortgagor and the Mortgagee.
- e) No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto and Mortgagor will, at its own cost and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statements and other documents in form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at the time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest

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in the Collateral as security for the Indebtedness Hereby Secured, subject to no adverse liens or encumbrances, if any; and the Mortgagor will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.

- f) Upon any default or Event of Default hereunder and at any time thereafter (such default not having previously been cured), the Mortgagee at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Section 19 hereof, and thereupon, Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may so far as the Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of the Mortgagor's obligations, as provided in the Code. The Mortgagee, without removal, may render the Collateral unusable and dispose of the Collateral on the Premises. The Mortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession as a place to be designated by Mortgagee which is reasonably convenient to both parties. The Mortgagee will give Mortgagor at least Twenty (20) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of Mortgagor shown in Section 36 of this Mortgage at least Twenty (20) days before the time of the sale or disposition. The Mortgagee may buy at public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the

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Premises, the Collateral and real estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like and the reasonable attorneys fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the Indebtedness Hereby Secured. The Mortgagee will account to the Mortgagor for any surplus realized on such disposition.

- g) The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.
- h) Nothing herein contained shall prevent the Mortgagor from financing the acquisition of personalty by the use of security agreement in the nature of a conditional sale.
- i) The terms and provisions contained in this Section 18 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

19. If one or more of the following events (herein called "Events of Default") shall occur:

- a) If default be made for ten (10) days in the due, punctual payment of the Note or any installment thereof, either principal or interest, as and when the same is due and payable, or if default be made for ten (10) days in the making of any payment of monies required to be made hereunder or under the Note; and
- b) If default be made in the due and punctual delivery to the Mortgagee of the financial statements required pursuant to Section 17 hereof; or
- c) If:
 - i) Mortgagor or any partner of its beneficiary owning more than 20% of the Partnership shall file a petition in voluntary bankruptcy under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect; or

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- ii) The Mortgagor shall file an answer admitting insolvency or inability to pay its debts; or
- iii) Within sixty (60) days after the filing against Mortgagor of any involuntary proceeds under such Bankruptcy Act or similar law, such proceedings shall not have been vacated or stayed; or
- iv) The Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the Mortgagor or for all or the major part of the Mortgagor's property or the Premises, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the Mortgagor's property or the Premises, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the Mortgagor's property or the Premises in any involuntary proceedings for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or
- v) The Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;

provided that for the purpose of this Subsection 19(c) the term "Mortgagor" shall mean the Mortgagor herein or any person, firm venture or corporation who may now or hereafter be legally or equitably in title to all or any part of the Premises; or

- d) If default shall continue for thirty (30) days after notice thereof by the Mortgagee to the Mortgagor in the due and puntual performance or observance of any other agreement or condition herein or in the Note contained, or in the Construction Loan Agreement contained, except that if such default cannot be cured within thirty (30) days and if Mortgagor proceeds diligently to cure same there shall be no default hereunder; or

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(i) The Municipal Court shall have jurisdiction to hear and determine all cases arising out of the operation of this Act.

(ii) The Municipal Court shall have jurisdiction to hear and determine all cases arising out of the operation of this Act, including cases involving the enforcement of the provisions of this Act.

(iii) The Municipal Court shall have jurisdiction to hear and determine all cases arising out of the operation of this Act, including cases involving the enforcement of the provisions of this Act, and to enforce the provisions of this Act.

(iv) The Municipal Court shall have jurisdiction to hear and determine all cases arising out of the operation of this Act, including cases involving the enforcement of the provisions of this Act, and to enforce the provisions of this Act.

(v) The Municipal Court shall have jurisdiction to hear and determine all cases arising out of the operation of this Act, including cases involving the enforcement of the provisions of this Act, and to enforce the provisions of this Act.

(vi) The Municipal Court shall have jurisdiction to hear and determine all cases arising out of the operation of this Act, including cases involving the enforcement of the provisions of this Act, and to enforce the provisions of this Act.

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- e) If any representations or warranties made by or on behalf of Mortgagor herein or in any other document or certificate delivered in connection with the Indebtedness Hereby Secured shall prove untrue in any material respect which are not cured or corrected within thirty (30) days after notice; or
- f) If the Premises shall be abandoned;

then the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by the Mortgagor, and the Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage and the Note, by foreclosure of this Mortgage by action or advertisement or suit in equity or law or other appropriate proceedings, all without presentment, demand, notice of broker conditions or other whatsoever and it shall be lawful for Mortgagee to sell the Premises with appurtenances thereunto belonging at public sale or by advertisements and therefrom to make and execute to the purchasers deeds of conveyance pursuant to the statute.

The proceeds of the loan secured hereby are to be disbursed by Mortgagee to Mortgagor in accordance with the provisions contained in a Construction Loan Agreement among Mortgagor and Mortgagee, dated concurrently herewith. All advances and indebtedness arising and accruing under the Construction Loan Agreement from time to time, shall be secured hereby to the same extent as though said Construction Loan Agreement were fully incorporated in this Mortgage, and the occurrence of any event of default under said Construction Loan Agreement shall constitute a default under this Mortgage, entitling Mortgagee by the terms of this Mortgage or by law, as in the case of any other default.

20. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, the Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of taxes, insurance premiums and other charges against the Premises, or in reduction of the Indebtedness Hereby Secured.

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It is the policy of the State of Illinois to encourage the development of a strong and healthy economy. To this end, the State has established a variety of programs and services designed to assist businesses and individuals in their economic activities. These programs and services are provided through the Department of Commerce and Economic Development, which is a part of the State's executive branch. The Department's primary responsibility is to promote economic growth and development, and to provide technical assistance and information to businesses and individuals. The Department also has the honor to announce that it has received a grant from the Federal Government to support its efforts in this area.

The Department of Commerce and Economic Development

The Department of Commerce and Economic Development is pleased to announce that it has received a grant from the Federal Government to support its efforts in this area. The grant will be used to provide technical assistance and information to businesses and individuals. The Department's primary responsibility is to promote economic growth and development, and to provide technical assistance and information to businesses and individuals. The Department also has the honor to announce that it has received a grant from the Federal Government to support its efforts in this area.

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21. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. 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 the Mortgagee for attorneys' fees, appraiser's fees, outlays 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 such abstracts of title, title searches and examinations, title insurance policies, and similar title and assurance with respect to title, as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales 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 Section mentioned, and such other expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage as in the Mortgage provided, including the fees of any attorney employed by the Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceedings or threatened suit or proceedings, shall be so much Indebtedness Hereby Secured and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate per annum until paid.

22. At any time after the commencement of an action for foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, if applicable law permits, at the request of the Mortgagee, appoint a receiver to take immediate possession of the Premises, and of the rent, issues and profits accruing therefrom, with full power to protect, control, manage, operate and rent the Premises, and all other customary powers to be exercised as he may deem best for all parties concerned; and shall be liable to the Mortgagor only for the net profits, after applications of the rents, issues and profits upon the costs and expenses of receivership and foreclosure (including Foreclosure Expenses) and upon the Indebtedness Hereby Secured.

23. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency or any 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 or any holder of the Note may be appointed as such receiver. Such receiver

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shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in the case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collection of 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 may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of:

- a) The indebtedness Hereby Secured or the Indebtedness secured 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 the foreclosure sale; or
- b) The deficiency in case of a sale and deficiency.

24. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order or priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 21 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid on the Note; and lastly, any overplus to the Mortgagor, and its successors or assigns, as their rights appear.

25. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the building or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

26. Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or taken any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of

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shall have the power to collect the taxes and profits of the business during the absence of the partner, and in the event of a partner's death, to continue the business for a period of six months, or such longer period as may be determined by the court. The court may also order the partner to contribute to the expenses of the business, and to pay the interest on any debt incurred by the business during his absence. The court may also order the partner to pay the expenses of the business, and to pay the interest on any debt incurred by the business during his absence. The court may also order the partner to pay the expenses of the business, and to pay the interest on any debt incurred by the business during his absence.

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any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sales or other enforcement hereof. To the full extent permitted by law but not otherwise, the Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest or title to the Premises subsequent to the date hereof. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any rights, power or remedy herein or otherwise granted or delegated to the Mortgagee, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

27. Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession.

28. The Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of the Mortgagee, for the better assuring, conveying, mortgaging, assigning, and confirming unto the Mortgagee all property mortgaged hereby or property intended so to be; whether now owned by Mortgagor or hereafter acquired.

29. The Mortgagor will cause this Mortgage and all other documents securing the Indebtedness Hereby Secured at all times to be properly filed and/or recorded at Mortgagor's own expense and in such manner and in such places as may be required by law in order to fully preserve and protect the rights of the Mortgagee and will furnish to the Mortgagee promptly after the execution and delivery of this Mortgage, an opinion of counsel, stating that in the opinion of such counsel, this Mortgage has been properly recorded or filed for record so as to make effective of record the lien intended to be created hereby.

30. In the event that the ownership of the Premises becomes vested in an entity, a person or persons other than the Mortgagor the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest of the Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with the Mortgagor. The Mortgagor will give immediate

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written notice to the Mortgagee of any conveyance, transfer or change of ownership of the Premises.

31. Each right, power and remedy herein conferred upon the Mortgagee, is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy; and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

32. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every from time to time record owner of the Premises or any person having an interest therein), and shall inure to the benefit of the Mortgagee and its successors and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated the Mortgagee.

33. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

34. 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 the same in an action at law upon the Note.

35. Whenever the context requires or permits, the singular shall include the plural and the plural shall include the singular; and the masculine, feminine and neuter shall be freely interchangeable.

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36. Any notice or communication required or permitted to be given pursuant hereto shall be in writing, and the mailing thereof by United States mail, certified or equivalent, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

If the Mortgagee:

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO
33 North LaSalle Street
Chicago, Illinois 60690
Attention: William C. Pettingell

If the Mortgagor:

- 1) Friedman, Dobrin & Associates
105 Revere Drive
Northbrook, Illinois 60062
Attention: Robert L. Friedman
- 2) Ralph Andejerski, Esq.
Frankel and McKay Ltd.
208 South LaSalle Street, Suite 1700
Chicago, Illinois 60604

or at such other address as may be hereafter specified by such parties by notice in writing, shall constitute service of notice hereunder three (3) days after the date of such mailing.

37. Mortgagee has no duty to examine the title, location, existence or condition of the Premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or Mortgage, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

38. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

IN WITNESS WHEREOF, CHICAGO TITLE & TRUST COMPANY, as Trustee under Trust No. 1087383 has caused these presents to be signed by

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any person or corporation who is not a party to this proceeding and who is not a party to any other proceeding in which the same person or corporation is a party, shall be deemed to have waived its right to be heard on the merits of the issues presented by this proceeding, and the court shall enter its judgment accordingly.

It is the order of the court:

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO
33 North LaSalle Street
Chicago, Illinois 60602
Attention: William C. Patterson

It is the order of the court:

1) Patterson, Robert & Associates
102 Roxboro Drive
Northbrook, Illinois 60062
Attention: Robert L. Patterson

2) Ralph Patterson, Esq.
Patterson & Associates, Inc.
333 North LaSalle Street, Suite 1700
Chicago, Illinois 60602

or at such other address as may be specified by the party by notice in writing to the court and to the other parties to this proceeding three (3) days prior to the date of the hearing.

It is the order of the court that the parties to this proceeding shall be deemed to have waived their right to be heard on the merits of the issues presented by this proceeding, and the court shall enter its judgment accordingly.

It is the order of the court that the parties to this proceeding shall be deemed to have waived their right to be heard on the merits of the issues presented by this proceeding, and the court shall enter its judgment accordingly.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the court at Chicago, Illinois, this 1st day of January, 1967.

CLERK OF THE COURT

CHICAGO, ILLINOIS

1967

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its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the date and year first above written.

(Corporate Seal)

CHICAGO TITLE & TRUST COMPANY
not personally, but as Trustee
under a certain Trust Agreement
dated July 8, 1985, and known as
Trust No. 1087383.

BY: Maureen P. Mallin
Its Vice President

↓
Asst

ATTEST:

Alida de Maig
Assistant Secretary

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, covenants, conditions and agreements herein made on the part of the Trustee shall in full purporting to the warranties, indemnities, covenants, conditions and agreements of said Trustee shall cover each and every one of them, shall not be limited by any personal warranties, indemnities, representations, coverings and agreements by the Trustee or any other person, and the intention of binding said Trustee personally for the trusts and intended for the purposes of this instrument is hereby specifically determined, and the trusts and intended for the purposes of this instrument shall be binding on the Trustee at the exercise of the power conferred on it by such Trustee, and that no personal liability or personal responsibility shall in any way be asserted or enforceable against the Chicago Title and Trust Company or any of its officers or agents under said Trust Agreement, or anyone of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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THE PRESIDENT AND THE BOARD OF DIRECTORS OF THE BANK OF AMERICA AND TRUST COMPANY OF NORTH CAROLINA, INC. (BANK) HAVE AGREED TO THE ABOVE STATED TERMS AND CONDITIONS AND TO THE ABOVE STATED AMOUNTS.

THIS AGREEMENT IS MADE THIS 15TH DAY OF MARCH 1955, AT WASHINGTON, D. C.

WITNESSED BY THE SIGNATURES OF THE PRESIDENT AND THE BOARD OF DIRECTORS OF THE BANK OF AMERICA AND TRUST COMPANY OF NORTH CAROLINA, INC.

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COOK COUNTY CLERK'S OFFICE

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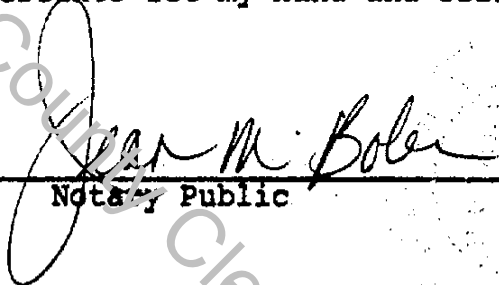
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On this 21st day of January, 1986, before me, JEAN M. BOLE, the undersigned Notary Public, personally appeared MARILYN P. MALLIN, who acknowledged her/himself to be Vice President and ALDA DI MAYO, who acknowledged her/himself to be the Assistant Secretary of CHICAGO TITLE & TRUST COMPANY, not personally but as Trustee under a certain Trust Agreement dated July 8, 1985, and known as Trust No. 1087383, as such ^{the foregoing} Vice President being authorized so to do executed ~~the foregoing~~ instrument for the purposes therein contained by signing the name of the corporation by her/himself as Vice President; and that ALDA DI MAYO, as such Assistant Secretary being authorized so to do affixed the seal of the Corporation to the ^{foregoing} instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

THIS INSTRUMENT PREPARED BY
AND MAILED TO:

James E. McParland
Hinshaw, Culbertson, Moelmann,
Hoban & Fuller
69 West Washington Street
Suite 2700
Chicago, Illinois 60602

BOX 333 - HV
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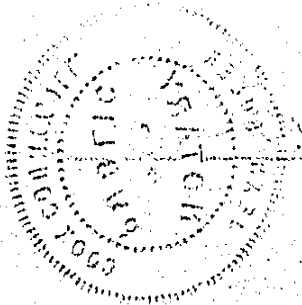
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STATE OF ILLINOIS
COUNTY OF COOK

On this 1st day of August, 1988, I, the undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

THIS INSTRUMENT PREPARED BY
AND FILED TO:

James E. McArthur
Hickory, Colfax, Wisconsin
Robert A. Miller
44 West Washington Street
Suite 2100
Chicago, Illinois 60601

19880801

UNOFFICIAL COPY

86040897

EXHIBIT A

LOT 7 IN NORTHBROOK COURT OFFICE PLAZA BEING A SUBDIVISION
OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

04-02-101-020 *W*

LAKE-COOK ROAD & REVERE DRIVE

Property of Cook County Clerk's Office

86040897

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A PUBLIC

NOTICE TO THE PUBLIC THAT THE COOK COUNTY CLERK'S OFFICE HAS RECEIVED A COPY OF THE RECORDS OF THE COOK COUNTY CLERK'S OFFICE FOR THE YEAR 1983. THE RECORDS ARE AVAILABLE FOR PUBLIC INSPECTION AND REPRODUCTION AT THE COOK COUNTY CLERK'S OFFICE, 100 NORTH LAKE STREET, CHICAGO, ILLINOIS.

Property of Cook County Clerk's Office

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