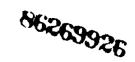
JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT



THIS JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREE-MENT (hereinafter called the "Mortgage") is made this _____ day of March, 1986, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust No. 63140, dated December 17, 1984 ("Mortgagor"), the sole beneficiary of which is CONTINENTAL COMMERCIAL PARTNERS, LTD., an Illinois limited partnership ("Beneficiary"), to the CITY OF CHICAGO, a municipal corporation duly organized and existing under the laws of the State of Illinois (the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee a note in the principal amount of \$1,750,000.00 payable to Mortgagee and of even date herewith ("Note A"); and

WHEREAS, the Beneficiary has executed and delivered to the Mortgagee a note in the principal amount of \$500,000.00 payable to Mortgagee dated February 14, 1986 ("Note B"); and

WHEREAS, the Mortgagee is desirous of securing the payment of Note A and Note B, together with increst thereon in accordance with their terms and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances or expenditures made by the Mortgagee pursuant to either Note or this Mortgage.

NOW, THEREFORE, to secure the performance and observance by the Mortgagor of all the terms, covenants and conditions in Note A and/or Note B and in this Mortgage and in order to charge the properties, interests and rights hereinafter described with such consideration, the receipt and sufficiency whereof is hereby acknowledged, the Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in and confirm unto the Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as the "Mortgaged Property"):

(A) All those certain tracts, pieces or parcels of land and the easements, if any, located on the southeast and southwest corners of the intersection of west 76th Street and South Racine Avenue, Chicago, Illinois, and more particularly described in Exhibit "A" attached hereto and made a part hereof;

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- (B) All structures and improvements of every nature whatsoever now or hereafter situated on said land and all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements and now or hereafter owned by the Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing;
- (C) The rents and issues from said land from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of the Mortgagor in and to the same;
- TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, the Mortgagor hereby further grants unto the Mortgagee, pursuant to the provisions of the Uniform Commercial Coie of the State of Illinois, a security interest in all of the above-lescribed property, which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness secured hereby and (b) performance of each and every of
the covenants, conditions and agreements contained in this
Mortgage, in Note A and Note B, in that certain Urban Development
Action Grant Redevelopment Agreement dated February 14, 1986 by
and among Mortgagor, Mortgagee and Beneficiary ("Redevelopment
Agreement") and in that certain Loan and Security Agreement dated
February 14, 1986 ("Loan Agreement") between Nortgagee and Beneficiary and in any other agreement, document or instrument to
which reference is expressly made in this Mortgage or which
secures Note A and/or Note B.

AND the Mortgagor covenants and agrees with the Mortgagee that:

ARTICLE I

1.01 TAXES AND ASSESSMENTS.

(a) The Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that nothing contained herein shall restrict Mortgagor's right to contest such taxes, assessments or charges.

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(b) The Mortgagor will not suffer (unless bonded over) any mechanic's, laborer's, materialmen's or statutory lien to remain outstanding upon any of the Mortgaged Property.

1.02 Insurance

The Mortgagor will procure for, deliver to and maintain for the benefit of the Mortgagee during the term of this Mortgage, a policy or policies insuring the Mortgaged Property against fire, lightning, extended coverage, vandalism and malicious mischief and such other insurable perils in commercially reasonable amounts. The policy shall contain a Mortgagee's loss payable endorsement and shall provide for at least (30) days notice to Mortgagee prior to the expiration date of each such policy.

1.03 Care of the Property

- (a) The Mortgagor will preserve and maintain the Mortgaged Property in sood condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. The Mortgagor will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.
- (b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Mortgagor will immediately give written notice of the same to the Mortgagee.
- (c) The Mortgagee or its representatives has the right, subject to the rights of tenants, to inspect the Mortgaged Property at all reasonable times upon twenty-four (24) hours prior written notice to Mortgagor, and access thereto shall be permitted for that purpose.
- (d) The Mortgagor will promptly comply, and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property, or any part thereof or the use or occupancy thereof.
- (e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor will promptly restore the Mortgaged Property to the equivalent of

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its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

1.04 Subordination

This Mortgage shall be subject and subordinate in all respects to any holder of the Senior Financing as defined in the Redevelopment Agreement ("Senior Financing"), in an aggregate principal amount not to exceed \$6,000,000.00, plus interest, plus additional amounts actually advanced upon a failure of Mortgagor or Beneficiary to perform their respective obligations under any and all documents and instruments in conrection with the Senior Financing, including that Reimbursement Agreement dated February 14, 1986, by and between Beneficiary and Lloyds Bank PLC.

1.05 Assignment of Rents

Notwithstanding anything herein before to the contrary, it is mutually agreed between Mortgagor and Mortgagee that so long as there shall exist no default by Mortgagor in the payment of Note A and/or Note B or in the performance of Mortgagor's obligations hereunder, Mortgagor shall have the right to collect all rents, security deposits, income and profits from the Mortgaged Property and to retain, use and enjoy the same.

ARTICLE II

2.01 Events of Default

The terms "Event of Default" or "Events of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

- (a) Failure by the Mortgagor to duly observe or parform any material term, covenant, condition, or agreement of this Mortgage, Note A and/or Note B, Redevelopment Agreement or the Loan Agreement, after the expiration of all Cure Periods (as hereinafter defined); or
- (b) A default continuing beyond all applicable cure periods under the Senior Financing and permitting foreclosure thereunder.

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2.02 Acceleration of Maturity

- (a) If a Monetary Event of Default (which shall mean failure to make any payment when the same is due and owing under Note A and/or Note B), shall have occurred under this Mortgage, Note A and/or Note B, the Redevelopment Agreement or the Loan Agreement and shall have continued for 10 days following notice thereof from Mortgagee to Mortgagor and Beneficiary, the entire indebtedness secured hereby shall at Mortgagee's sole option become immediately due and payable without further notice or demand.
- (N) If a Non-Monetary Event of Default (which shall mean any Default other than a Monetary Default), shall have occurred under this Mortgage, Note A and/or Note B, the Redevelopment Agreement, or the Loan Agreement, and shall have continued for 60 days following receipt of notice thereof from Mortgagee to Mortgagor and Beneficiary, the entire indebtedness secured hereby shall at Mortgagee's sole option, immediately become due and payable without further notice or demand; provided, however, that in the event such default cannot reasonably be cured within such 60 day period and if Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long as said party diligently continues to cure such default.
- (c) The time for curing a default under Paragraphs (a) or (b) above, are hereafter individually or collectively referred to as the "Cure Period".
- (d) Except as otherwise permitted in the Redevelopment Agreement and/or the Loan Agreement, upon a sale, partial sale, refinancing, syndication or other disposition of the Property by Mortgagor, Mortgagee may, at its cole opinion, and upon written demand to Mortgagor, accelerate Note A and/or Note B and demand immediate full and complete payment of all sums due and owing thereunder: provided, however, the replacement or substitution of any machinery or equipment now owned or hereafter acquired by Mortgagor or Benefic Dary, which machinery or equipment is of like kind and value, whether or not such machinery or equipment is deemed a fixture under applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default under this Mortgage provided Mortgagor and/or Beneficiary execute such documents as may be necessary to assure Mortgagee of a continuing perfected second security interest in such replacement or substituted machinery or equipment.

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2.03 Remedies

- When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by one or any foreclosure, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee under this Mortgage or Note A and/or Note B, there shall be allowed and included as additional indebtedness, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs involved in title insurance and sicie examinations. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, Note A and/or Note B or the Mortgaged Property, including probate and bankrup(c) proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, small be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or 15% per annum, and shall be secured by this Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall on distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof; (ii) all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by Note A and/or Note B, with interest thereof as herein provided; (iii) all principal and interest remaining unpaid on Note A and/or Note B, and (iv) any remaining amounts to the Beneficiary, their respective successors or assigns, as their rights may appear.
- (b) Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the

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Mortgaged Property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage.

Upon any other entering upon or taking possession of the Mortgaged Property other than by means of a foreclosure, the Mortgagee may hold, store, use, manage and control the Moitgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of the Mortgagor and the Beneficiary to the same extent as the Fortgagor or the Beneficiary could in their own names or otherwise with respect to the same (except that Mortgagee shall not be entitled to operate the business of Beneficiary); and (iv) onter into any and all agreements with respect to the exercise by others of any of the powers herein granted to the Mortgages all as the Mortgages from time to time may reasonably determine to be to its best The Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable (144) all expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacement, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as the Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation expenses and disbursements of the attorneys and agents of the Mortgagee, shall apply the remainder of the monies and proceeds so received by the Mortgagee, first to payment of accrued interest; and second to the payment of principal. balance of such funds, if any, after payment in full, of all of the aforesaid amounts (including, without limitation, the entire outstanding principal balance under Note A and/or Note B) shall be paid to Mortgagor, subject to any rights of the Senior Financing.

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(d) The Mortgagee shall have no liability to Mortgagor or Beneficiary for any loss, damage, injury, cost or expense resulting from any action or omission by it or its representatives which was taken or omitted in good faith.

2.04 Receiver

If an Event of Default shall have occurred after the Cure Period has expired and be continuing, the Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers to the fullest extent permitted by law.

2.05 Purchase by the Mortgagee

Upon any foreclosure sale, the Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

2.06 Remedies Cumulative

No right, power or remedy conferred upon or reserved to the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.07 Waiver

No delay or omission of the Mortgagee or of any holder of Note A and/or Note B to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of ary such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee. No consent or waiver, expressed or implied, by the Mortgagee to or of any breach or default by the Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of the Mortgagor hereunder. Failure on the part of the Mortgagee to complain of any act or failure to actor to declare an Event of Default, irrespective of how long such failure continues, shall

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not constitute a waiver by the Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by the Mortgagor, or Beneficiary.

ARTICLE III

3.01 Successors and Assigns

This Mortgage shall inure to the benefit of and be binding upon the Mortgagor and the Mortgagee and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to the Mortgagor, inc. Mortgagee or the Beneficiary, such reference shall be deemed to include a reference to heirs, executors, legal representatives, successors and assigns of the Mortgagor, Mortgagee or Beneficiary.

3.02 Terminology

All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage itself, and all references herein to Articles, Sections or Paragraphs shall refer to the corresponding Articles, Sections or Paragraphs of this Mortgage unless specific reference made to such Articles, Sections or Paragraphs of another document or instrument.

3.03 Severability

If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

3.04 Security Agreement

This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. The Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded the Mortgagee by this Mortgage or any other agreement.

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3.05 Modification

No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

3.06 No Merger

It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should the Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by the Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

3.07 Applicable Law

This Mortgage shall be interpreted, construed and enforced under the laws of the Stace of Illinois.

3.08 Exculpatory Clause

This Mortgage is executed by the Mortgagor, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity hereby states that it as Trustee possesses full power and authority to execute this instrument) and it is expressly understood and agreed by the Mortgagee and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in Note A and/or Note B secured by this Mortgage shall be construed as creating any liability on said Trustee in its individual capacity personally to pay Note A and/or Note B or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the liability of any guarantor of Note A and/or Note B or any other person or entity executing Note A and/or Note B or this Mortgage.

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IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument the date and year first above written.

> AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust NO. 63140

Title:

ATTEST:

AFTER RECORDING MAIL TO:

TAMES ELLENTZ

3500 TAREE IST NATL

CALCAGO, IL 60602 C/O/A/S O/A/CO



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EXHIBIT A

PARCEL 1:

That part of the East 1/2 of the Southwest 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point on the West line of the East 33 feet of the Southwest 1/4 of Section 29 Township 38 North, Range 14 East of the Third Principal Meridian said point being 7.00 feet South of the South line of the North 1/4 of the East 1/2 of the Southwest 1/4 of said Section 29, thence South along the West line of the East 33 feet of said Southwest 1/4 of Section 29, (said line also being the West line of Racine Avenue) to the South line of the North 25 feet of Lot 2 in William Redda's Subdivision of Block 25 (except the West 125.00 feet) in Jone's Subdivision of the West 1/2 of said Section 25. (except certain tracts conveyed) according to the plat of said William Redda's Subdivision registered as Document No. 343920, said point being 226,70 feet North of the North line of 77th Street; thence West along the South line of the North 25 feet of Lot 2, aforesaid to the West line of said Lot 2, thence North along the west line of Lot 2, the West line of Lot 1, in sail subdivision of Block 25, aforesaid, and said West line of Lot 1 extended North to the South line of the North 15 chains of said Southwest 1/4 of Section 29 thence West along the South line of the North 15 chains of said South est 1/4 of Section 29, a distance of 397.06 feet more or less to the East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29, thence North along said East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29, a distance of 334.80 feet more or less to the South line of West 76th Street as opened by condemnation per Document No. 12300011; thence East along said South line of West 76th Street to a point on said line, being 14.72 feet West of the West line of the East 33 feet of the Southwest 1/4 of said Section 29, thence Southeasterly along a diagonal line to the point of beginning.

PARCEL 2:

Lots Thirty One (31, Thirty Two (32), Thirty Three (33) Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), Thirty Light (38), Thirty Nine (39), Forty (40), Forty One (41), Forty Two (42), Forch Three (43), and Forty Four (44) in Block Nine (9) in Auburn on the Hill First Addition being Hart's Subdivision of Blocks Nine (9), Ten (10) and Twenty Two (22) in the subdivision of the Southeast 1/4 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian (except the North 99 feet) in Cook County, Illinois.

Address: 7601-33 and 7600 and 7638 S. Racine, Chicago, IL

Tax Nos. (Parcel 1) 20-29-307-002 and 20-29-307-003

(Parcel 2) 20-29-408-011, 20-29-408-040 and 20-29-307-017



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P. C. Carlotte, Carlotte,

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STATE (OF	ILI	ĻĮI	OR	IS)	
		_	_	_		,	SS:
COUNTY	OF	C	0	0	K)	

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named officers of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee (the "Mortgagor"), 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 acknowledged that they signed shalled and delivered the said instrument as officers of the Bank, for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this ____ day of ______ MAR 18 1986

Cy Commission Expires_____

TOT COMMISSION EXPIRES JUNE 27, 1984

Office

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MAIL

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