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DEED OF TRUST

$57.00

STATE OF ILLINOIS)
) SS KNOW ALL MEN BY THESE PRESENTS
COUNTY OF COOK)

THAT LAKE SHORE NATIONAL BANK, not personally, but as Trustee, under Trust Agreement dated November 30, 1984 and known as Trust No. 4967, whose address is 605 North Michigan Avenue, in the City of Chicago, in the State of Illinois, hereinafter referred to as "Grantor" (whether one or more) in consideration of Ten Dollars and 00/100 ($10.00) in hand paid and or the debt and trust hereafter mentioned, have granted, sold, and conveyed, and by these presents do grant, sell and convey unto CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, Trustee, hereinafter referred to as "Trustee" and to its successors in trust, the following leasehold interest in the real estate and other property situated in the County of Cook, State of Illinois, which is fully described in Exhibit A attached hereto and made a part hereof, commonly known as Sheraton Plaza Hotel, 160 East Huron Street, Chicago, Illinois (herein "Property Address") together with all heating, plumbing, refrigeration, lighting fixtures, appliances and/or all equipment now or hereafter attached thereto or used in connection therewith and owned by Grantor, including all buildings and improvements now existing (or that hereafter may be erected thereon); together with the hereditaments, appurtenances, servitudes, rights, ways, privileges,

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See NTS/JAZ Rev. 10/8/86, 10/22/86

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prescriptions, advantages, and all other rights thereto belonging or in any wise now or hereafter incident or appertaining thereto, and the reversion and reversions, the remainder and remainders, rents, issues, and profits thereof, said property (hereafter referred to as the "Mortgaged Premises") to have and to hold the Mortgaged Premises onto the Trustee forever. Grantor hereby binds itself to warrant and forever defend the title to the Mortgaged Premises, or any part thereof, against all persons claiming the same or any part thereof. This Deed of Trust is subject and subordinate to the rights of three prior mortgagees: being John Hancock with an original principal amount of $8,500,000 dated August 4, 1977 and recorded as Document No. 24,050,497 ("Hancock Mortgage"); Cardinal Federal Savings Bank with an original principal amount of $19,270,000 dated February 20, 1985 and recorded as Document No. 27,451,787 ("Cardinal Mortgage"); and a Leasehold Trust Deed, Security Agreement and Financing Statement in the original amount of $3,000,000 dated February 20, 1985 and recorded as Document No. 27,451,790 (all mortgages referred collectively as "prior three mortgages" or "prior mortgagees").

1. This conveyance is made in trust to secure payment of a debt in the principal sum of up to One Million Three Hundred Thousand ($1,300,000.00) Dollars with interest thereon, evidenced by two Promissory Notes of even date herewith (hereinafter referred to as the "Note" or "Notes") the terms of which are incorporated herein by reference and made a part

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hereof, executed by Grantor, payable to the Order of SHERATON OPERATING CORPORATION (hereafter called the "Beneficiary") at 60 State Street, Boston, MA 02109, a Delaware corporation, being payable as follows:

a. Refurbishing Loan Interest payable monthly at a rate of twelve (12%) percent annually with interest accruing based on the Prime Rate as established by the Continental Bank in Chicago from time to time ("Prime Rate"), payments commencing on SEPTEMBER 1, 1986, until the principal sum of One Million Dollars ($1,000,000) and all accrued interest thereon are fully paid, except that the final payment of entire principal and accrued interest thereon, if not sooner paid shall be due and payable on September 1, 1992.

b. Standby Loan From and after the date of disbursement of Three Hundred Thousand Dollars ($300,000.00), Grantor shall remit quarter annual installments of principal and interest amortized over six years based on interest equal to Prime Rate and payable out of Cash Available after payment of Items I through VI of Adjusted Gross Operating Profit as defined in the Management Agreement dated December 7, 1984, until the principal and all accrued interest thereon are fully paid, except that the final payment of principal and all accrued interest thereon, if not sooner paid, shall be due and payable on September 1, 1992.

2. This conveyance is made in trust to further secure payment of all other amounts with interest thereon becoming due

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and payable to the holder of the Note under the terms of the Note or this Deed of Trust, including (but not limited to) any extensions, renewals, or reamortizations of said debt, any increase or addition thereto and any and all other renewals or extensions of the same or any part thereof; to secure advances made to protect the trust real estate; and to further secure performance and discharge of each and every promise, obligation, covenant, and agreement of Grantor contained in the Note, this Deed of Trust or any other instrument executed by Grantor, pertaining to said debt or the security therefor.

The Grantor hereby relinquishes and waives all rights under and by virtue of any applicable Homestead Laws, and covenants and agrees that it is lawfully seized of the Mortgaged Premises, and that they are free from all encumbrances except the prior three mortgages, and hereby covenants to warrant and defend the title of said Mortgaged Premises against the claims of all persons whomsoever.

ARTICLE I

Grantor further represents and warrants that:

1. Grantor has good, full, complete and indefeasible title to the Mortgaged Premises;

2. This Deed of Trust is and will remain a valid and enforceable fourth lien on the Mortgaged Premises;

3. To the best knowledge of Grantor, all material information and financial statements furnished or to be

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furnished the Beneficiary by or on behalf of Grantor in connection herewith or the Note or any other instrument or obligations secured hereby are true and correct and are not materially misleading;

4. The Note, Deed of Trust and all other instruments securing the Note, and all instruments and agreements in connection therewith or the transaction with which the Note is given are valid and binding obligations of the parties thereto, enforceable in accordance with their terms.

ARTICLE II

The Grantor covenants and agrees with the Beneficiary as follows:

1. That it will pay the indebtedness, as hereinabove provided, at the times and in the manner provided in the Note.

2. That in order to more fully protect the security of this Deed of Trust, Grantor, together with, and in addition to, the quarterly installments of principal and interest payable under the terms of the Note secured hereby, on the first day of each month until the said Note is fully paid, will pay the following sums.

3. The Grantor will pay all taxes, assessments, water rents and other governmental or municipal charges or other lawful charges, for which provision has not been made hereinbefore, and will, upon request, promptly deliver copies of the official receipts therefor to the said Beneficiary. In default thereof the Beneficiary may pay same, and any amounts

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so paid, with any penalty or interest thereon shall be an indebtedness secured by this Deed of Trust.

4. Nothing shall be done on or in connection with the Mortgaged Premises which may impair the Beneficiary's security herewith. Grantor will commit, permit or suffer no waste, impairment, or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Grantor at its expense.

5. Grantor will keep the improvements now existing or hereinafter erected on the Mortgaged Premises insured as it may be reasonably required from time to time by the Beneficiary against loss by fire and other hazard, casualties, and contingencies, including that of business interruptions, and shall carry public liability insurance protecting the liability of both Grantor and Beneficiary against personal injury or death and damages to personal property, all in such amounts and for such periods as may be reasonably required by Beneficiary and will pay promptly when due any premiums on all such insurance provision for payment of which has not been made hereinbefore:

a. The amount of hazard insurance required shall be written at least in the amount of 90% replacement costs with an agreed amount endorsement and a waiver of subrogation clause. In the event that the insurable value of the improvement on the Mortgaged Premises shall be less than the full amount secured

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by this Deed of Trust, then such occurrence shall be an event of default hereunder.

b. In addition to the insurance coverage hereinabove specified, Grantor shall provide loss of rent insurance (sometimes described as business interruption or loss of income insurance) arising out of damages to or destruction from any of the insured perils in the aggregate amount of eighty percent (80%) of the gross possible rents for the Mortgaged Premises in one (1) year.

c. In addition to the insurance hereinabove specified, there shall be maintained public liability and property damage insurance on the Mortgaged Premises protecting the owner, Beneficiary and Grantor in the amount of at least One Million and 00/100 Dollars ($1,000,000.00) for each person and at least One Million and 00/100 Dollars ($1,000,000.00) for property damage.

d. All insurance provided for herein shall be effected under valid and enforceable policies, in form and substance then standard in this state and reasonably satisfactory to the Beneficiary, issued by insurers of recognized responsibility approved by the Beneficiary or possessing a rating of A, A+, or better according to Best Key Rating Guide, as shown in its latest available issue, or which are approved by prior mortgagees.

e. Upon the execution of this Deed of Trust, and thereafter upon each renewal of each policy furnished

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hereunder, originals or certified copies of the policies and all renewal certificates shall be delivered to the Beneficiary. All such policies shall contain an agreement by the insurers that such policies shall not be cancelled, terminated, modified to the detriment of Beneficiary or allowed to expire without at least ten (10) days prior written notice to Beneficiary and shall provide that any loss shall, subject to the rights of prior mortgagees, be payable to the Beneficiary notwithstanding any act of negligence by the Grantor which might otherwise result in forfeiture of said insurance.

f. The Grantor will give the Beneficiary prompt notice of any damage to or destruction of the premises, and:

(1) In case of loss covered by policies of insurance, the Beneficiary (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) and the Grantor shall, subject to the rights of prior mortgagees, jointly determine any settlement or adjustment of any claim under such policies if such adjustment is carried out in a competent and timely manner, and provided that in any case the Beneficiary shall, and is hereby authorized to so act to collect and receive for, and on behalf of Grantor, any such insurance proceeds; and the expenses incurred by the Beneficiary in the adjustment and collection of

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insurance proceeds shall be so much additional indebtedness hereby secured, and shall be reimbursed to the Beneficiary upon demand.

(2) In the event that the adjustment set forth in Paragraph f(1) hereof is not carried out by Grantor in a competent and timely manner, then in case of loss covered by policies of insurance, the Beneficiary, (or after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is, subject to the rights of prior mortgagees, hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Grantor, or (ii) allow the Grantor to agree with the insurance company or companies on the amount to be paid upon the loss; and provided that in any case the Beneficiary shall, and is hereby authorized, subject to the rights of prior mortgagees, to, collect in receipt of for any such insurance proceeds; and the expenses incurred by the Beneficiary in the adjustment and collection of insurance proceeds shall be so much additional indebtedness hereby secured, and shall be reimbursed to the Beneficiary upon demand.

(3) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the

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reasonable judgment of the Beneficiary and the Grantor, the Premises can be restored to an economic unit not materially less valuable than the same was prior to the Insured Casualty, and adequately securing the outstanding balance of the indebtedness hereby secured, then, if no Event of Default, as hereinafter defined, shall have occurred and not cured, the proceeds of insurance shall be applied to reimburse the Grantor for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to Insured Casualty, as provided for in subparagraph (6) hereof; and the Grantor hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the Grantor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

(4) Except as provided in Subparagraph (3) of this Paragraph f. and notwithstanding any other provision hereof or of the other Security Documents, the Beneficiary may, subject to the rights of prior mortgagees, apply the proceeds of insurance consequent upon any Insured Casualty upon the indebtedness hereby

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secured, by reducing the unpaid principal without incurring any prepayment penalty.

(5) In the event that proceeds of insurance in excess of $500,000, if any, shall be made available to the Grantor for the restoring, repairing, replacing or rebuilding of the Premises, the Grantor 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 Beneficiary.

(6) In the event the Grantor is entitled to reimbursement out of insurance proceeds in amount in excess of $500,000 held by the Beneficiary, such proceeds shall be disbursed from time to time upon the Beneficiary being furnished with (i) evidence satisfactory to it of the estimated cost of completion of the restoration, repair, replacement and rebuilding, (ii) funds (or assurances satisfactory to the Beneficiary that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of

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survey and such other evidences of cost, payment and performance as the Beneficiary may reasonably require and approve; and the Beneficiary may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by the Beneficiary prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement and 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 at all times the undisbursed balance of such proceeds remaining in the hands of the Beneficiary, together with funds deposited for that purpose or irrevocably committed to the satisfaction of the Beneficiary by or on behalf of the Grantor for that purpose, shall be at least sufficient in the reasonable judgment of the Beneficiary 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 which may remain out of insurance proceeds held by the Beneficiary after payment of such costs of restoration, repair, replacement or rebuilding shall, at the option of Beneficiary, be applied on account of the indebtedness hereby secured, by reducing the

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unpaid principal without incurring any prepayment penalty. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Premises and extinguishment of the indebtedness secured hereby, all rights, title, and interest of the Grantor in and to all insurance policies then in force shall pass to the Purchaser or Grantee. Beneficiary will not exercise its rights to the insurance proceeds or settlement of insurance claims in a manner which conflicts with the rights of the prior mortgagees or leaseholder hereunder, and specifically will not act contrary to Paragraph 4 of Exhibit B hereunder.

6. The Grantor shall complete in a good and workmanlike manner any building or other improvements which may be constructed on the Mortgaged Premises and pay when due all claims for labor performed and materials furnished therefor. Grantor shall comply with all applicable laws, rules, regulations, covenants, conditions, restrictions and agreements pertaining to the Mortgaged Premises or Grantor's use thereof. Grantor shall not commit or permit any waste thereon, nor commit, suffer, or permit any act to be done in or upon Mortgaged Premises in violation of any applicable law, ordinance or regulation.

a. Grantor will keep and maintain or cause to be kept and maintained the Mortgaged Premises in good order and

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condition, including the acquisition, installation, operation and maintenance of all necessary replacements.

b. No building, structure, fixture, or other improvements shall be removed, demolished, or materially changed or altered without the prior written consent of Beneficiary which consent shall not be unreasonably withheld. Grantor will promptly and in good and workmanlike manner repair and restore any improvements which may be damaged or destroyed to a similar or like condition as existed prior to such damage or destruction.

7. All policies of insurance provided for herein, and any other policies relating to the Mortgaged Premises procured by the Grantor, shall name as an insured or loss payee Grantor and Beneficiary "AND/OR ANY WHOLLY OWNED SUBSIDIARY OR AFFILIATE NOW IN EXISTENCE OR HEREAFTER FORMED OR ACQUIRED AS THEIR INTERESTS MAY APPEAR", including a lender's loss payee endorsement or mortgagee clause where applicable and waiver of subrogation clauses attached.

8. In the event the Grantor defaults in the payment of taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, or fails to keep said Mortgaged Premises free from mechanic's and materialmen's liens or claims (which claims Grantor may contest after obtaining a title indemnity or giving Beneficiary a bond for one and one-half the amount of the claim), then

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Beneficiary may upon five (5) days' advance notice to Grantor from Beneficiary and in case of any failure on the part of the Grantor to comply with the covenants hereof, the Beneficiary may upon five (5) days' advance notice to Grantor from Beneficiary effect such repairs as it may reasonably be deemed necessary to protect the Mortgaged Premises at the expense of the Grantor. The Grantor covenants and agrees to repay upon demand such sums so paid and all expenses so incurred by the Beneficiary, with interest thereon from the date any such expense was incurred, at the default rate per annum until repaid, and the same shall be a lien on the Mortgaged Premises and be evidenced by the Note and by these presents. If Grantor shall be in default of promptly paying such repayments, the whole amount hereby secured shall, if the said Beneficiary so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

Beneficiary shall not be bound to inquire into the validity of any apparent or any written tax, assessment, adverse title, lien, encumbrance, claim, or charge for making an advance for the purpose of preventing, removing or paying the same. Beneficiary shall be subrogated to all rights, equities, and liens discharged by any such expenditures.

9. Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit, action, arbitration, or other proceedings affecting the

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Mortgaged Premises, or any part thereof, it will appear in and defend any such matter and will pay all costs and damages arising because of such proceedings. Further, Grantor will immediately upon service thereof deliver to Beneficiary one (1) copy of each notice, petition, summons, complaint, notice of motion, order to show cause, and all other processes, pleadings and papers, however designated served in such action or proceeding. Any appearance of the Beneficiary in any of the above stated actions shall be at the Beneficiary's option, and shall be at the sole cost and expense of Grantor.

10. In the event the Mortgaged Premises or any part thereof is taken or damaged by reasons of any public improvement or condemnation proceeding, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, which will make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds from any policies of fire and other insurance affecting said Mortgaged Premises, are hereby assigned to Beneficiary who may, after deducting therefrom all its expenses, including reasonable attorneys' fees, release any monies so received by it or apply the same on any indebtedness secured hereby. Grantor agrees to execute such further

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assignments of any compensation, award, damage and rights of action and proceeds as Beneficiary may require. Notwithstanding anything to the contrary the Beneficiary will not exercise its rights to the condemnation award or settlement of the award in a manner which conflicts with the rights of the prior mortgagees or leaseholder hereunder, and specifically will not act contrary to Paragraph 4 of Exhibit B hereunder.

11. The waiver by Beneficiary of any default or of any of the provisions, covenants, and conditions hereof on the part of Grantor to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other provisions, covenants, or conditions contained herein. The subsequent acceptance of any sum in payment of any indebtedness secured hereby or any other payment hereunder by Grantor to Beneficiary shall not be construed to be a waiver of any preceding breach by Grantor other than the failure of Grantor to pay the particular sum or portion thereof so accepted, regardless of Beneficiary's knowledge of such preceding breach at the time of acceptance of such payment.

12. Grantor will not permit or suffer the filing of any mechanic's liens, materialmen's liens, or other liens or encumbrances against the Mortgaged Premises or any part thereof, or the revenue, rent issues, income and profits arising therefrom. Grantor has the right to contest any liens provided that title indemnity or a satisfactory bond in the

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amount of one and one-half of the amount of the lien is given to Beneficiary.

13. Subject to the right of any prior mortgagees, Grantor hereby assigns to Beneficiary, its lessor's interest in any and all leases of the Mortgaged Premises or any portion thereof now or hereafter entered into by Grantor or any other party together with all rents, issues and profits arising therefrom or in connection with the Mortgaged Premises or any portion thereof and all benefits and advantages to be derived from said leases, together with all rights against guarantors, if any. Grantor hereby empowers Beneficiary, its agents and attorneys, to collect, settle, sue for, compromise and give acquittance for all such rents, issues, and profits. Although it is the intention of the parties that this instrument shall be a present assignment, Beneficiary shall not exercise any of the rights or powers conferred in this paragraph until an uncured default shall occur under this Deed of Trust, but upon the occurrence of any such default, by judicially appointed receiver shall be entitled to collect all of the above mentioned rents, issues, profits, rights and privileges without taking possession of the Mortgaged Premises and to apply the same in its sole and absolute discretion. All rents and profits collected by the receiver shall be applied first to the payment of the cost of management of the Mortgaged Premises and collection of rents, including, but not limited to, receiver's

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fees, and then to the sum secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received. At any time and from time to time, at the request of Beneficiary, Grantor shall execute, acknowledge and deliver all such instruments as Beneficiary may deem necessary or desirable to further assure and confirm the assignment of the leases, rents, issues and profits.

14. Grantor shall furnish the Beneficiary within ninety (90) days after the end of each fiscal year of Grantor, complete, audited financial statements covering operations on the Mortgaged Premises for each concluded fiscal year. Said statement shall include, but need not be limited to, gross income and resources, itemized operating expenses, depreciation charts, net income before and after taxes, and such other details as Beneficiary may request. The above required statements shall be in such detail as Beneficiary reasonably requests, shall segregate income and expenses attributable to the Mortgaged Premises and shall include the gross sales figures of any tenant paying percentage or other rental with respect thereto. Grantor shall furnish Beneficiary such other financial information as may reasonably be required by institutional investors in connection with the purchase of the Note or any interest therein. Failure to so furnish such statements or any uncured default in the payment of the Note secured hereby shall also entitle Beneficiary to cause

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Grantor's books and records pertaining to the Mortgaged Premises to be audited at the expense of Grantor or Grantor's successors and assigns. In such an event Grantor and Grantor's successors and assigns agree to cooperate with and assist Beneficiary and such auditors.

15. Grantor shall keep and maintain complete, accurate, and customary records and books of accounts with respect to all of Grantor's business transactions pertaining to the Mortgaged Premises and shall retain the same intact throughout the term hereof. Beneficiary shall be entitled at all reasonable times upon prior notice to Grantor to inspect, to make notations from, and to photocopy all such records and books of account.

16. Grantor and Beneficiary agree at any time and from time to time during the term hereof and within twenty (20) days after demand therefor from Grantor or Beneficiary, to execute and deliver to Grantor or Beneficiary, or any party designated by Grantor or Beneficiary, a certificate certifying the amount then due pursuant to this Deed of Trust and the obligations secured hereby, the terms of payment thereof, the dates to which payment have been made, that this Deed of Trust and all instruments and obligations secured hereby are in full force and effect and that there are no defenses or offsets thereto, or specifying in what regards this Deed of Trust or such obligations are not in full force and effect and the

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nature of any defense or offsets thereto together with such other information as Beneficiary may request.

17. Beneficiary may make or cause to be made from time to time reasonable entries during normal business hours for inspection of the Mortgaged Premises.

ARTICLE III

1. If Grantor shall well and truly pay or cause to be paid in full, the Note and other debt that may be owing pursuant to the document securing the Note and keep and perform each and every covenant, condition, and stipulation herein and in the Note, then this Deed of Trust shall become null and void and shall be released by instrument of record, otherwise to be and remain in full force and effect. If default shall be made in the payment when due of the indebtedness hereby secured or any installment thereof, or any part thereof and such failure continues after ten days' written notice to Grantor and its beneficiary, or in case of breach of any covenant, or agreement contained herein, or in the Loan Agreement related hereto and such failure continues beyond the cure periods set forth in Article III, 2b hereof, the whole of the then indebtedness secured hereby inclusive of principal, interest, arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs, and maintenance, together with all other sums payable pursuant to the provisions hereof shall become immediately due and payable, at the option of the

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Beneficiary, anything hereinabove or in said Note contained to the contrary notwithstanding, and any failure to exercise said options shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Beneficiary to proceed to enforce the provisions of this Deed of Trust either by suit at law or in equity as it may elect. Therefore, the Beneficiary may, at its option and without notice to or demand upon Grantor, subject to and in accordance with applicable Illinois law:

a. Declare all sums secured hereby immediately due by delivery to Trustee of a written notice of acceleration and shall surrender to Trustee this Deed of Trust, the Note and all documents evidencing any expenditures secured thereby.

b. Apply to any court of competent jurisdiction for the appointment of a receiver and such appointment shall be made as a matter of strict right of Beneficiary without reference to any offset or defenses against said defaults. Said receiver may borrow monies and issue certificates therefor. Said certificates shall be a lien on the Mortgaged Premises subordinate only to this Deed of Trust; provided, however, that should any of said certificates be acquired by Beneficiary, the amount thereof shall constitute additional indebtedness secured hereby.

c. Enter into the Mortgaged Premises, by court-appointed receiver, and take any and all steps which may

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be desirable in the Beneficiary's judgment to manage and operate the Mortgaged Premises, and the Beneficiary may apply any rents, royalties, income or profits collected against the indebtedness secured by this Deed of Trust without in any way curing or waiving any default of the Grantor.

d. Sell any personal property securing any obligation secured by this Deed of Trust, pursuant to the Uniform Commercial Code of the State of Illinois or deal with such personal property in any other manner provided by statute, law or equity, at the sole and absolute option of Beneficiary.

e. Bring a court action to foreclose this Deed of Trust or to enforce its provisions or any of the indebtedness or obligations secured by this Deed of Trust.

f. At its option and to the extent agreed to by third parties, enforce or terminate the duties and obligations of the manager of the Mortgaged Premises and any management and employment contracts related to the management and operation of the Mortgaged Premises without any liability to Beneficiary.

g. Demand and receive from Grantor an accounting of the financial operations and status of Grantor, including, but not limited, to the gross income and expenses related to the Mortgaged Premises of Grantor.

h. Exercise any other right or remedy available under law or in equity.

i. Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of

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Trustee and of these trusts, including, but not limited to, reasonable attorney's fees, the cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at three percent (3.0%) over five-year Treasury Bond rate quoted ("Default Rate"); all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

j. The Grantor waives all rights to direct the order in which any of the Mortgaged Premises will be sold in the event of any sale under this Deed of Trust, and also any right to have any of the Mortgaged Premises marshalled upon any sale.

k. Whenever under any provision of this Deed of Trust, Grantor shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Grantor fails, refuses or neglects to perform as herein required, Beneficiary shall be entitled, but shall not be obligated after five (5) days' written notice to Grantor and its beneficiary, to make any such payment or expenditure or to do any such act or thing, or to incur any such liability, including, but not limited to reasonable attorneys' fees, all on behalf of and at the cost and for the account of Grantor. In such event, the amount thereof with interest thereon at Default Rate shall be paid by Grantor on demand. Beneficiary shall not be bound to inquire into the

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validity of any apparent or threatened tax, assessment, adverse title, lien, encumbrance, claim, or charge before making an advance for the purpose of preventing, removing or paying the same. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditure.

l. All remedies contained in this Deed of Trust are cumulative, and the Beneficiary also has all other remedies provided by law or in any other agreement between the Grantor and the Beneficiary. No delay or failure by the Beneficiary to exercise any right or remedy under this Deed of Trust will be construed to be a waiver of that right, remedy or of any default by the Grantor. The Beneficiary may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

m. The Grantor will pay all of the Beneficiary's and the Trustee's expenses incurred in any efforts to enforce any terms of this Deed of Trust, whether or not any lawsuit or proceeding is filed, including, but not limited to reasonable legal fees and disbursements, foreclosure costs and title charges.

n. Acceptance by the holder of the Note of any payment in an amount less than the amount then due on said debt shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default; at any time thereafter, and until the entire amount

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then due on said debt has been paid, the holder of the Note shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of a default.

o. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made of public record as provided by law.

p. At the option of the holder of the Note, Trustee may resign, and a successor or substitute Trustee may be appointed by the holder of the Note, without any formality other than a designation in writing of a successor or substitute trustee and such successor or substitute Trustee shall have all powers given to the Trustee herein, the same as if such successor or substitute Trustee had been named original Trustee herein; and such right to appoint a successor or substitute trustee shall exist as often and whenever the holder of the Note desires. If the holder of the Note is a corporation, the corporation may act through any authorized officer, or by any agent or Attorney-in-Fact properly authorized by any such officer. Upon the removal of the Trustee the fee for services of the Trustee shall be paid by Grantor.

2. The following events shall constitute Events of Defaults under this Deed of Trust:

a. Grantor fails to make any payment as required by the Note secured hereby or by this Deed of Trust and such

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failure continues for a period exceeding ten (10) days after written notice to Grantor and its beneficiary and Cardinal.

b. Grantor fails to perform any term, covenant, or condition contained herein, or in any other instrument securing the Note, including, but not limited to the Security Agreement, Conditional Assignment of Rents and Leases, and Financing Statements and any such term, covenant or condition remains unperformed for a period of thirty (30) days after written notice thereof from Beneficiary to Grantor; except that if such performance cannot be completed with reasonable diligence within such thirty (30) day period, such failure shall constitute an Event of Default hereunder only if Grantor (i) shall fail to commence to perform such term, covenant or condition within such thirty (30) day period, or (ii) fails to proceed thereafter with reasonable diligence to perform such term, covenant or condition or in any event, if such default is not cured within ninety (90) days after such notice from the Beneficiary. Notwithstanding the foregoing, Cardinal has the right to notice and cure any monetary default within five (5) days and other defaults within thirty (30) days of written notice.

c. Grantor shall abandon the Mortgaged Premises or any part thereof.

d. Grantor, or any beneficiary thereof of the Grantor having an interest in any of the Mortgaged Premises or any trustee of the Grantor, files any petition in bankruptcy, or for an arrangement, reorganization, or any other form of debtor relief under any present or future law relating to bankruptcy

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or debtor relief, or such a petition is filed against the Grantor or any beneficiary thereof of Grantor having an interest in the Mortgaged Premises or any trustee of Grantor, and Grantor does not oppose that filing and the petition is not dismissed within ninety (90) days after filing; or Grantor is adjudicated as a bankrupt or insolvent; or there is appointed a receiver or trustee to take possession of all or a substantial portion of the assets of Grantor or of the Mortgaged Premises; or there is a general assignment by Grantor for the benefit of creditors; or should the Mortgaged Premises, or any part thereof, be taken or seized under levy of execution or attachment; provided, that Grantor shall not be in default under this paragraph in the case of any action taken by a party adverse to Grantor and not consented to by Grantor unless the same shall continue in effect for a period of thirty (30) days and shall exceed the sum of $100,000.

e. Any representation or disclosure made to the Beneficiary by the Grantor or by any Guarantor of any indebtedness or obligations secured by this Deed of Trust proves to be materially false or misleading on the date as of which made, whether or not that representation or disclosure appears in this Deed of Trust and any such representation or disclosure shall remain uncorrected for twenty (20) days after written notice thereof from the Beneficiary to the Grantor and its beneficiary, as the case may be, except that if such

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representation or disclosure cannot be corrected with reasonable diligence within such twenty (20) day period, such failure shall constitute an Event of Default hereunder only if Grantor or Guarantor, as the case may be (i) shall fail to commence to cure such incorrect representation or disclosure within such twenty (20) day period, or (ii) fails to proceed thereafter with reasonable diligence to cure such default or in any event, if such default is not cured within thirty (30) days after such notice from the Beneficiary to Grantor and Cardinal.

f. Grantor, being the owner of the Mortgaged Premises, should involuntarily dissolve, liquidate, or terminate.

g. There is passed any law which renders payment by Grantor of any and all taxes levied on this Deed of Trust or the Mortgaged Premises or performance of any material term, covenant, or condition hereof, or any material obligation secured hereby, unlawful, usurious, inoperative, void, or voidable, or which prohibits Beneficiary from exercising any of its material rights hereunder or under any other instrument or agreement to which the Grantor is a party or by which it is bound.

h. The sale, transfer, assignment, mortgage, pledge, hypothecation, encumbrance, whether voluntary or involuntary or any agreement to sell, transfer, assign, mortgage, pledge, hypothecate, or encumber the whole or any portion of Grantor's

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right, title, or interest in and to the Mortgaged Premises, excluding transfers between general partners of their partnership interests, and refinancing of any or all the underlying debt, without the prior written consent of Beneficiary shall constitute a default hereunder. Such consent may be conditioned upon the assumption of the Note secured hereby by any assignee, transferee, or purchaser and such other conditions as the Beneficiary may require. Consent, whether expressed or implied, to one such transaction shall not be deemed to be a waiver to withhold the right of such consent to further or successive transactions.

i. A default occurs under any agreement which guarantees any part of the indebtedness or obligations secured by this Deed of Trust and any such default shall remain uncured for twenty (20) days after written notice thereof from Beneficiary to Guarantor; except that if such default cannot be corrected with reasonable diligence within such twenty (20) day period, such shall constitute an Event of Default hereunder only if Guarantor (i) shall fail to commence to cure such default within such twenty (20) day period or (ii) fails to proceed thereafter with reasonable diligence to cure such default or in any event, if such default is not cured within thirty (30) days after such notice from Beneficiary.

j. Any other event occurs which, under the Note or under any other agreement of the Grantor relating to the loan

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evidenced by the Note, constitutes a default by the Grantor or gives the Beneficiary the right to accelerate the maturity of any part of the indebtedness secured by this Deed of Trust.

3. Neither this Deed of Trust, the existence or terms of any other security for the performance of the obligations secured hereby, nor the existence or terms of any other instrument or agreement shall be deemed to require any marshalling of assets or otherwise permit Grantor to designate the order in which any security shall be sold.

ARTICLE IV

1. Nothing herein contained shall be so construed or operate as to require Grantor to pay interest on the Note or any other liability or debt now existing or hereafter to exist at a rate greater than that allowed by the laws of the State of Illinois, and if any provisions herein contained do, or would presently or perspectively operate to make this Deed of Trust or any part thereof void, voidable, or ineffective, then those provisions only shall be held for naught and as though not herein contained and shall be without effect upon or prejudice to the remaining provisions, which shall nevertheless remain operative.

2. In the event of the passage after the date of this instrument, of any law which deducts any lien on the Mortgaged Premises from the value of the Mortgaged Premises for the purpose of taxation of Deeds of Trust or Mortgages or debts secured thereby, for state and local purposes, or which law

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changes the manner of collection of any such taxes so as to affect the interest of the holder of the Note, the whole sum secured by this instrument with interest thereon, at the option of the holder of the Note shall immediately become due, payable and collectible without notice to any party, provided, however, in the event Grantor elects to pay such additional cost, Beneficiary shall not have the right to accelerate the Note.

3. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt or if the lien is invalid or unenforceable as to any of the Mortgaged Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

4. Any part of the security herein described may be released by the holder of the Note herein secured, without affecting the lien hereof on the remainder. The security hereof shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. Taking of additional security, or the extension or renewal of said indebtedness of any part thereof) shall at no time release or impair the security thereof or affect the liability of any

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endorser or surety, or improve the right of any junior lienholder; and this instrument, as well as any instrument given to secure any renewal or extension hereof, shall be and remain a fourth and prior lien on all said property not expressly released, until said indebtedness is paid.

5. The Grantor shall be subrogated to the lien of any and all prior encumbrances, liens, or charges paid or discharged from the proceeds of this Note, and even though said prior liens may have been released of record, the repayment of the Note shall be secured by such liens on the portion of the Mortgaged Premises affected thereby to the extent of such payments.

6. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine/neuter, and the singular number includes the plural and the term Beneficiary shall include any future holder, including pledges, heirs, executors, administrators, successors and assigns of the Note secured hereby.

7. If any term, provision, covenant or condition of the Deed of Trust, or any application thereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Deed of Trust and all applications thereof not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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8. a. The loan secured hereby is granted to the Grantor specifically based upon the Loan Agreement. If Grantor shall sell, convey, or further encumber the Mortgaged Premises or any part thereof or any interest therein, whether legal or equitable, in any manner whether voluntarily or involuntarily, without the written consent of Beneficiary, which consent Beneficiary shall have no obligation to give, but will not be unreasonably withheld, Beneficiary shall have the right, at its option, to declare the indebtedness and obligations secured hereby immediately due and payable irrespective of the maturity date specified in the Note. Upon any application for Beneficiary's consent to such a transfer, Beneficiary may require from the transferee such information as would be required if the transferee were a new loan applicant. Any consent by Beneficiary to the transfer may be predicated upon any terms, conditions and covenants deemed advisable or necessary in the sole option of Beneficiary, including but not limited to the right to require of the transferee personal liability on the mortgage debt, approve the form and substance of all transfer and assumption documents, change the interest rate, date of maturity and monthly payments of the mortgage debt, and may be conditioned on the receipt of a fee based on a percentage of the original sum of the Note.

b. The granting of permission for a transferee to assume the existing Deed of Trust shall not in any manner be deemed a consent to any subsequent transfer, and Beneficiary

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shall retain the right to withhold consent to such transfer, or subsequent transfers on the terms and conditions stated in subparagraph a above.

9. Beneficiary agrees to subordinate its interest if any or all of the prior debt is refinanced, provided, however:

a. Any remaining cash available after satisfaction and payment of the indebtedness (including refinancing costs paid to third parties related thereto) superior to Beneficiary shall first be applied against and paid to Beneficiary to reduce or satisfy the indebtedness hereunder.

b. The interest rate on any refinancing is less or at least as favorable as the current financing being satisfied.

c. Coverage ratio after such refinancing (utilizing the Gross Operating Profit for the prior fiscal year and the debt service after refinancing), shall be at least 1.2 to 1. Coverage ratio, as used in this subparagraph c., shall mean the ratio of the relationship between an amount equal to Gross Operating Profit less subparagraphs I, II, III, IV, VI, VII of Article XIV of the Management Agreement as the numerator and all debt service payments of the Grantor on all debts (excluding only the Beneficiary's debt) including unsecured indebtedness as the denominator.

10. As required in the Hancock Mortgage, Beneficiary agrees that this Deed of Trust is wholly subject and subordinate to the Hancock Mortgage and to all rights and

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remedies afforded John Hancock thereunder; and it will not, in connection with enforcing its rights, terminate or otherwise disturb any leases covered by the Hancock Mortgage on the Mortgaged Premises.

11. As required in the Cardinal Mortgage, beneficiary agrees to abide by the terms of the Subordination Provisions as set forth in Exhibit C of the Cardinal Mortgage which terms are attached hereto as Exhibit B and incorporated herein.

12. The laws of the State of Illinois shall govern the validity, construction, performance and effect of this Deed of Trust. The Grantor agrees that the sole and exclusive forum for the determination of any action relating to the validity and enforceability of the Note, this Deed of Trust, and any other instruments securing the Note shall be either in an appropriate court of the State of Illinois or the applicable United States District Court.

13. The various rights, options, elections and remedies of the Beneficiary hereunder shall be cumulative and not one of them shall be construed as exclusive of any other, or of any right, option, election, or remedy provided in any agreement or by the law.

14. This Deed of Trust shall be construed in accordance with the intent without regard to any presumption or other rule requiring construction against the party causing the same to be drafted.

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15. Any notice, demand, request, or consent required or permitted under this Deed of Trust shall be in writing, sent by certified or registered mail, return receipt requested, addressed as the case may be to the Beneficiary at:

Sheraton Operating Corporation
60 State Street
Boston, MA 02109

with copy to: W. Clyde Jones III
Peterson, Ross, Schloerb & Seidel
200 E. Randolph Drive, Suite 7300
Chicago, Illinois 60601

and to the Grantor at:

605 North Michigan Avenue
Chicago, Illinois 60611

with copy to: The Caraher Corporation
135 South LaSalle Street
Chicago, Illinois 60603

and to the Grantor's beneficiary:

Chicago Huron Partners
c/o The Caraher Corporation
135 South LaSalle Street
Chicago, Illinois 60603

with copy to: James B. Smith
Coffield, Ungaretti, Harris & Slavin
3500 Three First National Plaza
Chicago, Illinois 60602

and to Cardinal:

Cardinal Federal Savings Bank
150 Euclid Avenue
Cleveland, Ohio 44114

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or to such other address as either of them shall so designate in the manner provided, and shall be deemed to have been given on the day three (3) business days after the date when mailed as aforesaid.

16. By its acceptance hereof, Trustee agrees that in any action or proceeding brought on the Note, on this Deed of Trust, or on any other instrument securing the Note, no deficiency or other money judgments shall be enforced against the Grantor or any beneficiary thereof, or any partner thereof, whether general or limited, or any successor or assign of any of them, except pursuant to any guaranties given in connection herewith (collectively the "Guaranty"). The covenants or agreements contained in the Note, in this Deed of Trust, or in any other instrument securing the Note to the contrary notwithstanding, in the event of any default in the payment of any amounts evidenced by and owing under the Note or in the covenants or agreements contained in the Note, in this Deed of Trust or in any other instrument securing the Note other than the Guaranty, Trustee shall look solely to the premises and the other collateral securing the Note or to the proceeds of its sale for the payment of the Note and the full satisfaction of any liability or obligation otherwise arising out of the Note, this Deed of Trust, or any other instrument securing the Note. If the proceeds arising out of the premises and the other collateral securing the Note shall be

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insufficient to pay in full the indebtedness evidenced by and owing under the Note and to satisfy any liabilities or obligations arising under the Note, this Deed of Trust and any other instrument securing the Note, neither Grantor, nor any beneficiary thereof, nor any partner thereof, whether general or limited, nor any successor or assign of any of them, shall be held personally liable or responsible for the payment of any such deficiency, except pursuant to the Guaranty. The provisions contained in this paragraph concern the liability of Grantor and any beneficiary thereof and shall not be interpreted or construed to affect or impair the right, title and interest of the Trustee in the premises, or the rights of the Trustee to pursue any remedy it may have under this Deed of Trust, the Guaranty or any other instruments securing the Note.

17. Before releasing this Deed of Trust, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Deed of Trust. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Deed of Trust.

This Deed of Trust is executed by Lake Shore National Bank, not personally but as Trustee, as described in the exercise of the power and authority conferred upon and vested

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in it as such Trustee, and it is expressly understood and agreed by the Beneficiary and by every person now or hereafter claiming any right of security under this Deed of Trust that nothing contained in this Deed of Trust shall be construed as creating any liability on Lake Shore National Bank personally to pay the Note or any interest that may accrue under the Note secured by the Deed of Trust, or any indebtedness accruing or to perform any warranties, indemnities, undertakings, agreements or covenants, either express or implied, all such liability, if any, being expressly waived, and that any recovery of this Deed of Trust shall be solely against and out of the property secured by the Deed of Trust securing the Note and any other security given by the Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this 25th day of August, 1986.

Lake Shore National Bank, as
Trustee, as aforesaid

By Robert A. Cusentino
VICE President

Attested:

By Robert M. Skowronski
~~Secretary~~
Vice President

(Corporate Seal)

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 27th day of August, 1986, before me, the undersigned, a Notary Public in and for the State of ILLINOIS, personally appeared, ROBERT A. COSENTINO and ROBERT M. SKOWRONSKI to me personally known, who, being by me duly sworn, did say that they are the Vice President and ~~Secretary~~ VICE PRESIDENT of Lake Shore National Bank; that the seal affixed thereto is the seal of said Bank; that said instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors; and that the said Vice President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Bank, by it and by him voluntarily executed.

Mary Anne Bolek
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

My Commission Expires
January 16, 1989

Identifying No. 713740
By Chicago Title & Trust Company

This instrument was prepared by:

W. Clyde Jones III
200 East Randolph Drive, #7300
Chicago, Illinois 60601

CHICAGO TITLE & TRUST COMPANY, TRUSTEE
Robert Kallenbach
ASST. SECRETARY

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LEGAL DESCRIPTION

The Southeast 1/4 (except the West 1-1/2 feet thereof) of block 45 of Kinzie's addition to Chicago in the North Fractional 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#17-10-106-007

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EXHIBIT A

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EHB-1016a
2/21/85

~~EXHIBIT C~~

SUBORDINATION PROVISIONS
(TO BE INSERTED IN SUBORDINATION AGREEMENT
OR IN ANY SUBORDINATED MORTGAGE OR TRUST
DEED UPON THE SAME MORTGAGED PREMISES AS
CARDINAL FEDERAL SAVINGS BANK'S WRAP MORTGAGE)

1. That the subject mortgage and the lien created hereunder shall be and the same are hereby made and shall continue subject and subordinate to the lien created by, as well as to all of the terms, covenants and conditions contained in (a) that certain Mortgage dated February 20, 1985, executed Lake Shore National Bank, not personally but solely as Trustee under Trust No. 4967, as Mortgagor, in favor of Cardinal Federal Savings Bank, as Mortgagee, securing the original principal sum of $19,270,000.00, now a lien upon the mortgaged premises recorded on FEB 22, 1985 ~~in Mortgage Volume at Page~~ as Document No. 27451781, Office of the Recorder of Cook County (hereinafter called "Cardinal Mortgage"), as well as to any and all increases therein (provided the increase is advanced or incurred under any of the express provisions of the Cardinal Mortgage or any extension, consolidation, modification or supplement thereto or under the Assignment hereinafter referred to), extensions, consolidations, modifications or supplements thereto, subject only to the lien of that certain Mortgage dated August 4, 1977 made by Lake Shore National Bank, as Trustee under Trust 2158 to John Hancock Mutual Life Insurance Company, recorded on August 9, 1977 in the Recorder's Office of Cook County, Illinois as Document No. 24050437 (the "Prior Mortgage"), and (b) that certain Assignment dated February 20, 1985, executed by Lake Shore National Bank, Trustee under Trust No. 4967, as Assignor, in favor of Cardinal Federal Savings Bank, as Assignee, recorded on FEB 22, 1985 ~~in Mortgage Volume at Page~~ as Document No. 27451782, Office of the Recorder aforesaid (hereinafter called "Assignment of Leases") of the Lessors' interest under all of the Leases more particularly identified thereunder, which leases cover portions of the mortgaged premises. The modifications, consolidations and supplements herein referred to shall not be deemed to include any modification, consolidation or supplement which expands the rights of the holder of the Cardinal Mortgage to advance additional indebtedness beyond those rights provided in the existing Cardinal Mortgage and/or Assignments of Leases.

2. That the Mortgagee hereunder, its successors or assigns or any other legal holder hereof shall not acquire by subrogation, contract or otherwise any lien upon other estate, right or interest in the said mortgaged premises (including but not limited to any which may arise in respect to real estate taxes, assessments or other governmental charges) which is or may be prior in right to the Cardinal Mortgage or any extension, consolidation, modification or supplement thereto or to the said Assignment of Leases.

3. That the subject Mortgage and the lien thereof shall be expressly subject and subordinate to any and all advances, in whatever amounts and whenever made, with interest thereof, and to any expenses, charges and fees incurred thereby, including any and all of such advances, interest (including accrued but unpaid and/or capitalized interest), expenses, charges and fees which may increase the indebtedness secured by the Cardinal Mortgage above the original principal amount thereof, provided the same is advanced or incurred under any of the express provisions of the Mortgage or Note or any extension, consolidation, modification or supplement thereto or under the said Assignment of Leases, or otherwise, and intended to be secured thereby or under the Assignment of Leases. The modifications, consolidations and supplements herein referred to shall not be deemed to include any modification, consolidation or supplement which expands the rights of the holder of the Cardinal Mortgage to advance additional indebtedness beyond those rights provided in the existing Cardinal Mortgage and/or Assignment of Leases.

4. That the Mortgagee hereunder, its successors or assigns or any other legal holder of the subject Mortgage shall agree to assign and release unto the legal holder of the Cardinal Mortgage:

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EXHIBIT B

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(a) All of its right, title, interest or claim, if any, in and to the proceeds of all policies of insurance covering the mortgaged premises for application upon the indebtedness secured by or other disposition thereof in accordance with the provisions of the Cardinal Mortgage and of the said Assignment of Leases; and

(b) All of its right, title and interest or claim, if any, in and to all awards or other compensation made for any taking of any part of the mortgaged premises to be applied upon the indebtedness secured by or disposed of in accordance with the provisions of the Cardinal Mortgage and of the said Assignment of Leases.

In the event that following any such application and disposition of the insurance proceeds and condemnation award and other compensation, any balance remains, then such excess shall be made payable to the joint order of the Mortgagee and Mortgagor hereunder or their successors or assigns.

5. That if the legal holder of Cardinal Mortgage shall at any time release to the Mortgagor any such insurance proceeds or condemnation award for the purpose of restoration of the Mortgaged premises, such releases shall not be deemed to be an additional advance under the Cardinal Mortgage nor shall it otherwise be deemed to be in violation of any restriction of the within Mortgage upon the amount permitted to be secured by the Cardinal Mortgage and to which the within Mortgage is subordinate.

6. That the subject Mortgage and the lien hereof shall be and the same are hereby made and shall continue subject and subordinate to any and all leases upon all or any part of the mortgaged premises to which the lien of the Cardinal Mortgage shall now be or shall hereafter have been made subject and subordinate.

7. That so long as the Cardinal Mortgage shall remain upon the mortgaged premises or any part thereof, the Mortgagee hereunder, it successors or assigns or any other legal holder hereof shall execute, acknowledge and deliver, upon demand, at any time or times, any and all further subordinations or other instruments in recordable form reasonably sufficient for that purpose or that the Mortgagor hereunder or the Mortgagee, its successors or assigns or other legal holder of the Cardinal Mortgage may hereafter reasonably require for carrying out the true purpose and intent of the foregoing covenants.

8. That upon the termination of the lease (hereinafter called "Ground Lease") upon which Cardinal Mortgage is a lien subject only to the lien of the Prior Mortgage and the within mortgage a subordinate lien thereon, as herein more particularly identified, and upon the exercise of the election by the holder of the Cardinal Mortgage as provided in Section 9.5 of the Ground Lease to obtain a new lease of the same demised premises, the Mortgagee hereunder hereby waives any right of redemption provided or permitted by any statute, law or decision now or hereafter in force and does hereby waive, surrender and give up all rights and privileges which it may have under and by reason of any future law or decision, to redeem the demised premises or for a continuation of the Ground Lease for the term thereby demised after the Lessee thereunder has been dispossessed or ejected therefrom either by process of law or otherwise.

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