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EVANSTON, ILLINOIS
Draft 08/05/87

#25.00

FIRST LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE ("Mortgage") dated as of the 7th day of August, 1987, made by KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., successor by merger with DeVRY INC., a Delaware corporation ("Mortgagor") having its chief executive office at 10 South Riverside Plaza, Chicago, Illinois 60606 in favor of CITICORP INDUSTRIAL CREDIT, INC., having an office at 200 South Wacker Drive, Chicago, Illinois 60606, ("Mortgagee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Financing Agreement dated June 30, 1987 by and among Mortgagor and Mortgagee (the "Financing Agreement"), Mortgagor has executed (i) that certain term note, dated of even date herewith, in the aggregate principal amount of Ninety-Seven Million and No/100 Dollars (\$97,000,000.00), payable to the order of Mortgagee ("Term Loan"); (ii) that certain revolving note, dated of even date herewith, in the aggregate principal amount of up to Ten Million and No/100 Dollars (\$10,000,000.00), payable to the order of Mortgagee ("Revolving Loan"), and (iii) that certain bridge note, dated of even date herewith, in the aggregate principal amount of ~~Twenty~~ Five Million and No/100 Dollars (\$5,000,000.00), payable to order of Mortgagee ("Bridge Loan");

WHEREAS, the Term Loan and the Revolving Loan shall mature no later than August 7, 1994 and shall bear interest at the rates specified in the Financing Agreement;

WHEREAS, the Bridge Loan shall mature no later than August 14, 1987 and shall bear interest at the rate specified in the Financing Agreement;

WHEREAS, the Mortgagee has further required as a condition, among others, to Mortgagee's making any advances under the Financing Agreement and in order to secure the payment and performance of (i) all of Mortgagor's obligations and liabilities hereunder and (ii) the "Obligations" (as defined in the Financing Agreement) (all such Obligations and liabilities being hereinafter referred to collectively as the "Liabilities"), that Mortgagor execute and deliver this Mortgage to Mortgagee; and

WHEREAS, the Liabilities secured hereby shall not exceed an aggregate principal amount, at any one time outstanding of Two Hundred Million Dollars (\$200,000,000.00), provided, that the foregoing limitation shall apply only to the lien upon real property created by this Mortgage, and it shall not in any manner limit, affect or impair any grant of

This document was prepared by
and after recording should be
returned to:

James L. Marovitz
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

BOX 333 - GG N

71-24-755 DN

2000

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a security interest in any personal property in favor of the Mortgagee, for the benefit of Mortgagee, under the provisions of the Financing Agreement or under any other security agreement at any time executed by Mortgagor;

NOW, THEREFORE, in consideration of the premises contained herein and to secure payment of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant to Mortgagee, its successors and assigns and grant a security interest to Mortgagee, its successors and assigns, in that certain leasehold estate created under and by virtue of that certain Lease dated March 31, 1987 by and between Bell & Howell Company as landlord and Mortgagor as tenant, a memorandum of which was recorded in the office of the Recorder of Cook County on _____, 19__, as Document No. _____ (the "Lease") demising for a term ending December 31, 1994, the following described real estate (the "Land") in Cook County, Illinois:

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

which interest in the Lease, together with the property and rights described in the next succeeding paragraphs is herein called the "Mortgaged Property";

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to (a) any easements, rights of way, gores of land, or any lands occupied by streets, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining said Land and any other interests in property constituting appurtenances to the Mortgaged Property; and (b) all improvements, buildings, structures, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances of every nature whatsoever located in or on, or attached to the Land or any improvements thereon and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing. It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said real estate and for the purpose of this Mortgage to be real estate and covered by this Deed of Trust. It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a security agreement, fixture filing and financing statement, and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code. To the extent permitted by law, (i) all of the goods described as fixtures or as constituting fixtures within the definition of Mortgaged Property are or are to become fixtures on the Land; and (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within

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the meaning of Sections 9-313 and 9-402 of the Uniform Commercial Code.

TOGETHER WITH (i) all the estate, right, title and interest of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements which may result from any damage to the Mortgaged Property or any part thereof or to any rights appurtenant thereto, or which may result from condemnation proceedings or the taking of Mortgaged Property or any part thereof under the power of eminent domain, and all proceeds of any sales or dispositions of the Mortgaged Property or any part thereof; and (except as otherwise provided herein or in the Financing Agreement) Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and, to apply the same as provided in the Financing Agreement, (ii) all contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Mortgaged Property and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Mortgaged Property.

As additional security for the Liabilities secured hereby, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate, and not secondarily, all the rents, issues and profits of the Mortgaged Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Mortgaged Property) under any and all present and future subleases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Mortgaged Property and does hereby transfer and assign to Mortgagee all such subleases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the Mortgaged Property). Mortgagee hereby grants to Mortgagor the right to collect the rents and other amounts due under such subleases, contracts or other agreements, until an "Event of Default" (as defined in the Financing Agreement) provided that the existence of such right shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment shall be subject to the rights of the Mortgagee under this Mortgage. Mortgagor further agrees to execute and deliver such assignments of subleases or assignments of land purchase contracts as Mortgagee may from time to time request. In the event of an Event of Default under the Financing Agreement (1) the Mortgagor agrees, upon demand, to deliver to the Mortgagee all subleases, land purchase contracts and other agreements for the ownership or occupancy of any part of the Mortgaged Property, with such additional assignments thereof as the Mortgagee may request and agrees that the Mortgagee may assume the management of the Mortgaged Property and collect the rents and other income therefrom, applying the same upon the Liabilities in the manner provided in the Financing Agreement, and (2) the Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the Mortgaged Property to pay all

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rents and other income due under said subleases and agreements to the Mortgagee upon request of the Mortgagee. Mortgagor hereby appoints Mortgagee as its true and lawful attorney in fact to manage said property and collect the rents and other income, with full power to bring suit for collection of said rents and possession of said property, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that (i) this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary and (ii) Mortgagee agrees that until such Event of Default and after any withdrawal thereof, as aforesaid, Mortgagee shall permit Mortgagor to perform the aforementioned management responsibilities. Upon Mortgagee's receipt of such rents and other income of said Mortgaged Property, at Mortgagee's option, it may pay: (1) reasonable charges for collection hereunder, costs of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes, insurance premiums, and (3) the balance of such rents and other income pursuant to the provisions of the Financing Agreement. This power of attorney and assignment of rents shall be irrevocable until this Deed of Trust shall have been satisfied and released of record and the releasing of this Deed of Trust shall act as a revocation of this power of attorney and assignment of rents. Mortgagee shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas, or mineral leases of the Mortgaged Property, or any part thereof, now existing or hereafter made, and apply the same in accordance with the provisions of the Financing Agreement.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. Nothing contained in this Deed of Trust shall be construed as imposing on Mortgagee any of the obligations of the lessor under any lease of the Mortgaged Property in the absence of an explicit assumption thereof by Mortgagee. In the exercise of the powers herein granted the Mortgagee, except as provided in the Financing Agreement, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Property, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its beneficiaries, successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws, if any, of the State of Illinois (the "State") and Mortgagor hereby covenants, represents and warrants that, at the time of the ensembling and delivery of these presents, Mortgagor is lawfully possessed of the Mortgaged Property by virtue of the Lease as a good and perfect leasehold estate for the full term thereof, subject only to the full fee simple interest of the fee owner thereof to the extent set forth in the

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Lease, and with good right, full power and lawful authority to sell, assign, convey and deed of trust the Mortgaged Property, and that the title to the Mortgaged Property is free and clear of encumbrances, except as described on Exhibit B attached hereto and made a part hereof, and that, except for the encumbrances set forth on Exhibit B, Mortgagor will forever defend the same against all lawful claims of any party claiming by or through Mortgagor.

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

1. Documentary Stamp Tax. Without limiting any of the provisions of the Financing Agreement, Mortgagor agrees that, if the United States Government or any department, agency or bureau thereof or of the State or any of its subdivisions shall at any time require documentary stamps to be affixed to the Mortgage, Mortgagor will, upon request, pay for such stamps in the required amount and deliver them to Mortgagee, and Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the Liabilities and regardless of whether this Mortgage shall have been released.

2. Subleases Affecting Mortgaged Property. Mortgagor agrees faithfully to perform all of its obligations under all present and future subleases or other agreements relative to the occupancy of the Mortgaged Property at any time assigned to Mortgagee as additional security, and to refrain from any action or inaction which would result in termination of any such subleases or agreements or in the diminution of the value of the subleases or agreements or of the rents or revenues due thereunder. All future lessees under any sublease of the Mortgaged Property, or any part thereof, made after the date of recording of this Mortgage shall, at Mortgagee's option and without any further documentation, attorn to Mortgagee, as lessor if for any reason Mortgagee becomes lessor thereunder, and upon demand, to pay rent to Mortgagee and Mortgagee shall not be responsible under such sublease for matters arising prior to Mortgagee becoming sublessor thereunder.

3. Use of Mortgaged Property. Mortgagor agrees that it shall not permit the public to use the Mortgaged Property in any manner that might tend, in Mortgagee's reasonable judgment, to impair Mortgagor's title to such property or any portion thereof, or to make possible any claim or claims of easement by prescription or of implied dedication to public use, if any such impairment or claim would have an adverse effect on the value of the Mortgaged Property.

4. Indemnification. Mortgagor shall not use or permit the use of any part of the Mortgaged Property for an illegal purpose, including, without limitation, the violation of any environmental laws, statutes, codes, regulations or practices. Without limiting any indemnification Mortgagor has granted in the Financing Agreement, Mortgagor agrees to indemnify and hold harmless Mortgagee from and against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys' and paralegals'

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fees, court costs and disbursements) (collectively "Claims") which may be imposed on, incurred or paid by or asserted against Mortgagee by reason or on account of, or in connection with (i) the construction, reconstruction or alteration of the Mortgaged Property, (ii) any negligence or misconduct of Mortgagor, any lessee of the Mortgaged Property, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (iii) any accident, injury, death or damage to any person or property occurring in, on or about the Mortgaged Property or any street, drive, sidewalk, curb or passageway adjacent thereto, or (iv) any other transaction arising out of or in any way connected with the Mortgaged Property, excluding from the foregoing indemnification any Claims arising out of the willful misconduct or gross negligence of the Mortgagee.

5. Insurance. Mortgagor shall, at its sole expense, obtain for, deliver to, assign and maintain for the benefit of Mortgagee, until the Liabilities are paid in full, insurance policies as specified in the Financing Agreement. In the event of a casualty loss, the net insurance proceeds from such insurance policies shall be paid and applied as specified in the Financing Agreement.

6. Condemnation Awards. Mortgagor hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Mortgaged Property for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid and applied as specified in the Financing Agreement.

7. Remedies of Mortgagee. Subject to the provisions of the Financing Agreement, upon the occurrence of an Event of Default under the terms of the Financing Agreement, in addition to any rights and remedies provided for in the Financing Agreement, and to the extent permitted by applicable law, the following provisions shall apply:

(a) Mortgagee's Power of Enforcement. It shall be lawful for Mortgagee to (i) immediately sell the Mortgaged Property either in whole or in separate parcels, as prescribed by the State law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by the State law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage by judicial action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the then value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the "Loans" (as defined in the Financing Agreement) hereby secured are made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the Mortgaged Property, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the Mortgaged Property, prior

and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Mortgaged Property, and may pay all or any part of the Liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing Mortgagee in possession of the Mortgaged Property with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a mortgagee-in-possession under applicable law.

(b) Mortgagee's Right to Enter and Take Possession, Operate and Apply Income. Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Mortgaged Property, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the rents, issues and profits thereof and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, distribute and apply the remaining net income in accordance with the terms of the Financing Agreement or upon any deficiency decree entered in any foreclosure proceedings.

8. Application of Rents or Proceeds from Foreclosure or Sale. In any foreclosure of this Mortgage by judicial action, or any sale of the Mortgaged Property by advertisement, in addition to any of the terms and provisions of the Financing Agreement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by judicial action) to be paid out of the rents or the proceeds of such foreclosure proceeding and/or sale:

(a) Liabilities. All of the liabilities and other sums secured hereby which then remain unpaid;

(b) Other Advances. All other items advanced or paid by Mortgagee pursuant to this Mortgage; and

(c) Costs, Fees and Other Expenses. All court costs, reasonable attorneys' and paralegals' fees and expenses, appraiser's fees, advertising costs, notice expenses, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee in the reasonable exercise of its judgment may deem necessary. All such expenses shall become additional Liabilities secured hereby when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement

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of any suit for the foreclosure, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (whether through a foreclosure proceeding or Mortgagee's exercise of the power of sale) shall be distributed and applied in accordance with the terms of the Financing Agreement.

9. Cumulative Remedies; Delay or Omission Not a Waiver. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on the occurrence or existence of any Event of Default (as defined in the Financing Agreement) shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or acquiescence therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

10. Mortgagee's Remedies Against Multiple Parcels. If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any Liabilities secured hereby, or if Mortgagee exercises its power of sale, execution may be made upon or Mortgagee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

11. No Merger. In the event of a foreclosure of this Mortgage or any other mortgage or deed of trust securing the Liabilities, the Liabilities then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust which also secure said Liabilities.

12. Notices. Except as otherwise provided herein, any notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage (and all copies of such notices or other instruments as set forth below) shall be in writing, shall be personally delivered or sent by a nationally recognized overnight delivery service, postage prepaid, and shall be deemed to have been validly served, given or delivered two (2) business days following deposit with such delivery service, addressed to the party so notified as follows:

if to Mortgagor:

Keller Graduate School of Management, Inc.
2201 West Howard Street
Evanston, Illinois 60202
Attn: General Counsel

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with a copy to:

Mayer, Brown & Platt
190 South La Salle Street
Chicago, Illinois 60604
Attn: Debora de Hoyos

if to Mortgagee:

Citicorp Industrial Credit, Inc.
200 South Wacker Drive
Chicago, Illinois 60606
Attn: William L. Hartmann

with a copy to:

Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
Attn: James L. Marovitz

Mortgagor or Mortgagee shall, from time to time, have the right to specify as the proper addressee and/or address for the purposes of this Mortgage any other party or address in the United States upon giving five (5) days' written notice thereof.

13. Extension of Payments. Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities secured hereby or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Liabilities secured hereby, but otherwise subject to the provisions of each of the Financing Agreement and the Loan Agreements (as defined in the Financing Agreement), extend the time, or agree to alter or amend the terms of payment of such Liabilities. Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Liabilities or the remainder of the security.

14. Governing Law. Mortgagor agrees that this Mortgage is to be construed, governed and enforced in accordance with the laws of the State. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

15. Satisfaction of Mortgage. Upon full payment of all Liabilities, at the time and in the manner provided in the Financing Agreement, or upon satisfaction of the conditions set forth in the Financing Agreement for release of the Mortgaged Property from this Mortgage, this conveyance or lien shall be null and void and, upon demand therefor follow-

ing such payment, a satisfaction of mortgage shall promptly be provided by Mortgagee to Mortgagor.

16. Successors and Assigns Included in Parties. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

17. Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Mortgagor agrees, to the full extent permitted by law, that at all times following an Event of Default (as defined in the Financing Agreement), neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. To the full extent permitted by law, Mortgagor hereby waives any and all statutory or other rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof.

18. Interpretation with Other Documents. Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between the Mortgage and the Financing Agreement, the provisions of the Financing Agreement shall govern.

19. Future Advances. This Mortgage is given for the purpose of securing (a) all Loans and other extensions of credit which the Mortgagee may make to or for Mortgagor pursuant and subject to the terms and provisions of the Financing Agreement, and (b) all other Obligations (as defined in the Financing Agreement). The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of all Loans and other such extensions of credit made after this Mortgage is delivered to the Recorder of Deeds, Cook County, Illinois, whether made pursuant to an obligation of Mortgagee or otherwise. Such Obligations and other extensions of credit may or may not be evidenced by notes executed pursuant to the Financing Agreement. All future advances will have the same priority as the original advance.

20. Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, neither the validity of the remaining covenants, agreements, terms or provisions contained herein or in any of the Collateral Documents (as defined in the Financing Agreement) nor the application of the covenant, agreement, terms held to be invalid, illegal or unenforceable to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable shall be in any way affected, prejudiced or disturbed thereby.

21. Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

22. Required Notices. Mortgagor shall notify Mortgagee promptly of the receipt of any notice of default from any subtenant leasing all or any portion of the Mortgaged Property or from the landlord under the Lease.

23. Acquisition of Fee Interest. In the event Mortgagor acquires the fee interest in the Mortgaged Property, either pursuant to the terms of the Lease or otherwise, this Mortgage shall continue in full force and effect against the Mortgaged Property until its release of record, and this Mortgage shall become and remain a valid first fee mortgage lien on the Mortgaged Property.

24. General Covenants, Representations and Warranties. Mortgagor hereby covenants, represents and warrants that as of the date hereof and at all times during the terms hereof: (a) the Lease is a valid and subsisting demise of the premises which it demises for the full term thereof; (b) there are no existing defaults under the Lease on the part of any person or persons obligated to act or refrain from acting by reason thereof; (c) there are no assignments of the Lease; (d) the landlord under the Lease has good right to demise the premises therein demised; (e) the Lease is in full force and effect without any condition pending which would by the passage of time ripen into a default; and (f) there have been no amendments to the Lease.

25. Lease and Subleases affecting the Mortgaged Property. Mortgagor agrees faithfully to perform all of its obligations under the Lease, all future leases, subleases, or other agreements relative to the occupancy of the Mortgaged Property at any time assigned to Mortgagee by separate instrument as additional security, and to refrain from any action or inaction which would result in termination of the Lease, or of any such other leases, subleases, or agreements, or in the diminution of the value thereof or of the rents or revenues due thereunder. Mortgagor further agrees that any further lease of the Mortgaged Property made after the date of recording of this Mortgage shall contain a covenant to the effect that such lessee shall, at Mortgagee's option, agree to attorn to Mortgagee as lessor and, upon demand, to

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pay rent to Mortgagee. Mortgagor shall not, without the prior written approval of Mortgagee in each instance: (i) make or enter into any sublease of all or any part of the Mortgaged Property; (ii) change, amend, modify in any material way, or assign in any manner whatsoever the Lease or any sublease; (iii) terminate or cancel, surrender or accept a surrender of, suffer or permit any cancellation, termination or surrender of, the Lease, any sublease, or any leasehold estate in any manner whatsoever; or (iv) receive, collect or accept or permit the receipt, collection or acceptance of any prepayment of rent or other charges under any sublease for more than one month except that the Mortgagor may, at the execution of a sublease, accept any rent security deposits.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by Ronald L. Taylor on behalf of Mortgagor (and said person hereby represents that he possesses full power and authority to execute this instrument).

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

MORTGAGOR:

KELLER GRADUATE SCHOOL
OF MANAGEMENT, INC.,
a Delaware corporation

By Ronald L. Taylor

Its President

Attest:

May A. Conway
Secretary

AFFIX CORPORATE SEAL

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1987 AUG 11 PM 2:03

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THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE

FOLLOWING:

- (A) THE EAST 33 FEET THEREOF,
- (B) THE S33 FEET THEREOF,
- (C) THE NORTH 465 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

2201 W. Howard St.
Evanston, Ill

10-25-401-012
AD

Property of Cook County Clerk's Office

87439852

UNOFFICIAL COPY

EXHIBIT B

PERMITTED EXCEPTIONS

Those title exceptions listed on the title commitment dated 8/7/1987, issued by Chicago Title Insurance Company for the property described on Exhibit A hereof.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Richard A Taylor personally known to me to be the President of the Keller Graduate School of Management, Inc., a Delaware corporation and Mary Ann Garry, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of August, 1987.

Carolyn Lawson
Notary Public

My commission expires:

Dec. 16, 1989

Notary of Cook County Clerk's Office