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LEASEHOLD CONSTRUCTION MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS

\$36.00

This Leasehold Construction Mortgage and Security Agreement with Assignment of Rents dated as of August 27, 1987 from Boulevard Bank, N.A. (formerly National Boulevard Bank of Chicago), a national banking association of 400-410 North Michigan Avenue, Chicago, Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated July 1, 1983, and known as Trust Number 6777 (hereinafter referred to as "Mortgagor") to Bank of Montreal, Chicago Branch, with offices at 115 South LaSalle Street, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagee");

W I T N E S S E T H A T:

WHEREAS, Mortgagor has executed and delivered a promissory note bearing even date herewith in the principal amount of \$11,000,000.00, made payable to the order of Mortgagee in and by which Mortgagor promises to pay said principal sum (or so much thereof as may have been advanced thereon pursuant to the Credit Agreement hereinafter defined) on June 30, 1989 (unless extended, Mortgagee having committed to extend such maturity to June 30, 1990 on the conditions set forth in such Credit Agreement) together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rates and at the times specified in such Credit Agreement, a copy of said promissory note being attached hereto as Exhibit A (said promissory note and any and all extensions and renewals thereof and any notes issued in replacement or substitution therefor being herein collectively referred to as the "Note"); and

WHEREAS, the Note has been issued under and subject to the provisions of a Credit Agreement bearing even date herewith by and among Mortgagor, Mortgagee and State Building Venture, an Illinois limited partnership (the "Beneficiary"), which provides, inter alia, for various interest rate options to be applicable to the Note (such Credit Agreement being hereinafter referred to as the "Credit Agreement");

NOW, THEREFORE, to secure (i) the payment when and as due and payable of the principal of and interest on the Note or

This Instrument Prepared By: *4 MAIL TO:*
Alizon J. Shuldiner
111 W. Monroe Street
Chicago, Illinois 60603

BOX 333-HV

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so much thereof as may be advanced from time to time under and pursuant to the Credit Agreement, (ii) the payment of all other indebtedness which this Mortgage by its terms secures, and (iii) the performance and observance of the covenants and agreements contained in this Mortgage, the Credit Agreement, the Note and any other instrument or document securing the Note (all of such indebtedness, obligations and liabilities identified in (i), (ii), and (iii) above being hereinafter referred to as the "indebtedness hereby secured"), the Mortgagor does hereby grant, sell, convey, mortgage and assign unto the Mortgagee, its successors and assigns and does hereby grant to Mortgagee, its successors and assigns a security interest in all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V and VI below all of same being collectively referred to herein as the "Mortgaged Premises":

GRANTING CLAUSE I

That certain leasehold estate (the "Leasehold Estate") more particularly described in Schedule I attached hereto and made a part hereof covering that certain real estate (the "Real Property") more particularly described in Schedule I created by that certain Commercial Lease of Illinois State Property (the "Master Lease") more particularly described in Schedule I, together with all other rights of the lessee under the Master Lease.

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the Leasehold Estate and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property (exclusive of any fixtures, machinery, apparatus, equipment, fittings and articles of personal property owned by tenants of any part of the Mortgaged Premises or by the Lessor under the Master Lease) of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and

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apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner and all proceeds of the foregoing; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this mortgage to be real estate and covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness hereby secured. The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the beginning hereof.

GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the Leasehold Estate and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor

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under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until an event of default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the Leasehold Estate or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively "Condemnation Awards").

GRANTING CLAUSE V

All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien hereof by Mortgagor or by anyone in Mortgagor's behalf.

GRANTING CLAUSE VI

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, pledged and assigned, and in which a

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security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever; provided, however, that this instrument is upon the express condition that if the principal of and interest on the Note shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed and any commitment to advance funds contained in the Credit Agreement shall have been terminated, then this instrument and the estate and rights hereby granted shall cease, determine and be void and this instrument shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

It is expressly understood and agreed that the indebtedness hereby secured will in no event exceed two hundred percent (200%) of (i) the total face amount of the Note plus (ii) the total interest which may hereafter accrue under the Note on such face amount plus (iii) any fees, costs or expenses which may be payable hereunder.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Payment of the Indebtedness. The indebtedness hereby secured will be paid as and when the same becomes due.

2. Further Assurances. Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose of this instrument and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.

3. Possession. While Mortgagor is not in default hereunder, Mortgagor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Premises, subject always to the observance and performance of the terms of this instrument.

4. Mortgage Constitutes Construction Mortgage. This Mortgage secures an obligation for the construction of improvements on the real property herein described, constitutes a construction mortgage for the purpose of Article Nine of the Uniform Commercial Code of Illinois and is entitled to all of the benefits afforded construction mortgages thereunder.

5. Compliance with Credit Agreement. Mortgagor will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Credit Agreement, and in each and every supple-

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ment thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

6. Provisions of Credit Agreement. The proceeds of the Note are to be disbursed by the Mortgagee in accordance with the terms contained in the Credit Agreement, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein. Mortgagor covenants that any and all monetary disbursements made in accord with the Credit Agreement shall constitute adequate consideration to Mortgagee for the enforceability of this Mortgage and the Note, and that all advances and indebtedness arising and accruing under the Credit Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured by this Mortgage, provided that the total principal amount of the indebtedness hereby secured shall not exceed two times the face amount of the Note unless a supplement hereto has been duly filed for record. Upon default in any of the terms, provisions or covenants in the Credit Agreement contained, which default is not cured within the time permitted by the Credit Agreement, the Mortgagee may (but need not): (i) declare the entire principal indebtedness and interest thereon due and payable and pursue all other remedies by this Mortgage conferred upon Mortgagee or conferred upon Mortgagee by law as in the case of default; or (ii) complete the construction of said improvements and enter into the necessary contracts therefor; or (iii) enter into leases for all or any part of the Mortgaged Premises, subject to the rights of tenants under leases approved by Mortgagee at the time of default. All monies so expended shall be so much additional indebtedness secured by this Mortgage, and any monies expended in excess of the Note, shall be payable on demand with interest at the Default Rate (hereinafter defined). Mortgagee may exercise any or all of the aforesaid remedies. The provisions, rights, powers and remedies contained in the Credit Agreement are in addition to, and not in substitution for, those contained herein.

7. Payment of Taxes. Mortgagor shall pay before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall, upon written request, exhibit to Mortgagee official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any

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full or partial payment shall be required by law), after notice to Mortgagee, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Mortgagor shall have furnished such security, if any, as may be required in the proceedings or requested by Mortgagee.

8. Payment of Taxes on Note, Mortgage or Interest of Mortgagee. Mortgagor agrees that if any tax, assessment or imposition upon this Mortgage or the indebtedness hereby secured or the Note or the interest of Mortgagee in the Mortgaged Premises or upon Mortgagee by reason of or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the indebtedness hereby secured imposed by the United States or any State) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Mortgagee as they become due and payable (which Mortgagor agrees to do upon demand of Mortgagee, to the extent permitted by law), or Mortgagee is reimbursed for any such sum advanced by Mortgagee, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee upon 30 days' notice to Mortgagor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to exhibit to Mortgagee, upon request, official receipts showing payment of all taxes and charges which Mortgagee is required to pay hereunder.

9. Recordation and Payment of Taxes and Expenses Incident Thereto. Mortgagor will cause this Mortgage, all mortgages supplemental hereto and any financing statement or other notice of a security interest required by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecording, including any documentary stamp tax or tax imposed upon the privilege of having this instrument or any instrument issued pursuant hereto recorded.

10. Insurance. Mortgagor will, at its expense, keep or cause to be kept all buildings, improvements, equipment and other

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property now or hereafter constituting part of the Mortgaged Premises insured against loss or damage by fire, lightning, windstorm, explosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property, in amount sufficient to prevent Mortgagor or Mortgagee from becoming a co-insurer of any partial loss under applicable policies and in any event not less than the then full insurable value (actual replacement value without deduction for physical depreciation) thereof, as determined at the request of Mortgagee and at Mortgagor's expense by the insurer or insurers or by an expert approved by Mortgagee, all under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the usual standard non-contributory form of mortgage clause to be attached to each policy. Mortgagor shall not carry separate insurance concurrent in kind or form and contributing in the event of loss, with any insurance required hereby. Mortgagor shall also obtain and maintain public liability, property damage and workmen's compensation insurance in each case in form and content satisfactory to Mortgagee and in amounts as are customarily carried by owners of like property and approved by Mortgagee. Mortgagor shall also obtain and maintain such other insurance with respect to the Mortgaged Premises in such amounts and against such insurable hazards as Mortgagee from time to time may reasonably require, including, without limitation, boiler and machinery insurance, insurance against flood risks, host liquor liability, war risk insurance when and to the extent obtainable from the United States Government or any agency thereof, and insurance against loss of rent due to fire and risks now or hereafter embraced by so-called "extended coverage". All insurance required hereby shall be maintained with good and responsible insurance companies satisfactory to Mortgagee and shall not provide for any deductible amount not approved in writing by Mortgagee, shall provide that any losses shall be payable notwithstanding any act or negligence of Mortgagor, shall provide that no cancellation thereof shall be effective until at least thirty days after receipt by Mortgagor and Mortgagee of written notice thereof, and shall be satisfactory to Mortgagee in all other respects. Upon the execution of this Mortgage and thereafter not less than 15 days prior to the expiration date of any policy delivered pursuant to this instrument, Mortgagor will deliver to Mortgagee copies of any policy or renewal policy, as the case may be, required by this instrument, bearing notations evidencing the payment of all premiums. In the event of foreclosure, Mortgagor authorizes and empowers Mortgagee to effect insurance upon the Mortgaged Premises in amounts aforesaid for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor to cancel any or all existing insurance policies. Mortgagee acknowledges that the existing blanket insurance policy is acceptable to Mortgagee for the types of coverage contained therein.

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11. Damage to or Destruction of Mortgaged Premises.

(a) Notice. In case of any material damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor shall promptly give written notice thereof to Mortgagee, generally describing the nature and extent of such damage or destruction.

(b) Restoration. In case of any damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for the purpose, at Mortgagor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Mortgagor) the restoration, replacement or rebuilding of the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction. Notwithstanding anything to the contrary contained herein, Mortgagor shall have no obligation to restore the Mortgaged Premises (and all proceeds of insurance shall be paid to Mortgagee) in the event that the Master Lease is terminated as a result of the damage or destruction to the Mortgaged Premises.

(c) Adjustment of Loss. Unless prohibited by the Master Lease, Mortgagor may adjust and compromise any losses under any insurance afforded, provided that said adjustment and/or compromise shall be subject to final reasonable approval of Mortgagee in the case of losses exceeding \$100,000.

(d) Application of Insurance Proceeds. Net insurance proceeds received by Mortgagee under the provisions of this Mortgage or any instruments supplemental hereto or thereto or under any policy or policies of insurance covering the Mortgaged Premises or any part thereof shall first be applied as a prepayment on the Note (and Mortgagee is hereby irrevocably authorized and directed to make such an application whether or not the Note may then be due or otherwise adequately secured) and shall thereafter be applied to the reduction of any other indebtedness hereby secured; provided, however, that such proceeds shall be made available for the restoration of the portion of the Mortgaged Premises damaged or destroyed if written application for such use is made within 30 days of

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receipt of such proceeds and the following conditions are satisfied: (i) Mortgagor has in effect business interruption insurance covering the income to be lost during the restoration period as a result of the damage or destruction to the Mortgaged Premises or provides Mortgagee with other evidence satisfactory to it that Mortgagor has cash resources sufficient to pay its obligations during the restoration period; (ii) the effect of the damage to or destruction of the Mortgaged Premises giving rise to receipt of the insurance proceeds is not to terminate, or give a lessee or sublessee the option to terminate any lease or sublease of all or any portion of the Mortgaged Premises; (iii) no event of default (as hereinafter defined), or event which, with the lapse of time, the giving of notice, or both, would constitute an event of default, shall have occurred or be continuing (and if such an event shall occur during restoration Mortgagee may, at its election, apply any insurance proceeds then remaining in its hands to the reduction of the indebtedness evidenced by the Note and the other indebtedness hereby secured); (iv) Mortgagor shall have submitted to Mortgagee plans and specifications for the restoration which shall be satisfactory to it; (v) Mortgagor shall have submitted to Mortgagee fixed price contracts with good and responsible contractors and materialmen covering all work and materials necessary to complete restoration and providing for a total completion price not in excess of the amount of insurance proceeds available for restoration, or, if a deficiency shall exist, Mortgagor shall have deposited the amount of such deficiency with Mortgagee; and (vi) Mortgagor is satisfied that the restoration can be completed prior to (a) June 30, 1989 (if the casualty occurs prior to June 30, 1989), (b) December 31, 1989 (if the casualty occurs after June 30, 1989 but prior to December 31, 1989), and (c) June 30, 1990 (if the casualty occurs after December 31, 1989 but prior to June 30, 1990). Any insurance proceeds to be released pursuant to the foregoing provisions may at the option of Mortgagee be disbursed from time to time as restoration progresses to pay for restoration work completed and in place and such disbursements may at Mortgagee's option be made directly to Mortgagor or to or through any contractor or materialman to whom payment is due or to or through a construction escrow to be maintained by a title insurer acceptable to Mortgagee. Mortgagee may impose such further conditions upon the release of insurance proceeds (including the receipt of title insurance) as are customarily imposed by prudent construction lenders to insure the completion of the

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restoration work free and clear of all liens or claims for lien. All title insurance charges and other costs and expenses paid to or for the account of Mortgagor in connection with the release of such insurance proceeds shall constitute so much additional indebtedness hereby secured to be payable upon demand with interest at the Default Rate. Mortgagee may deduct any such costs and expenses from insurance proceeds at any time standing in its hands. If Mortgagor fails to request that insurance proceeds be applied to the restoration of the improvements or if Mortgagor makes such a request but fails to complete restoration within a reasonable time, Mortgagee shall have the right, but not the duty, to restore or rebuild said Mortgaged Premises or any part thereof for or on behalf of Mortgagor in lieu of applying said proceeds to the indebtedness hereby secured and for such purpose may do all necessary acts, including using funds deposited by Mortgagor as aforesaid and advancing additional funds for the purpose of restoration, all such additional funds to constitute part of the indebtedness hereby secured payable upon demand with interest at the Default Rate.

12. Eminent Domain. Mortgagor acknowledges that Condemnation Awards have been assigned to Mortgagee, which awards Mortgagee is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor, and at Mortgagee's option, to apply the same toward the payment of the amount owing on account of the indebtedness hereby secured in such order as Mortgagee may elect and whether or not the same may then be due and payable or otherwise adequately secured, and Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or, to its knowledge, threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

13. Construction, Repair, Waste, Etc. Mortgagor agrees that Mortgagor shall not, nor shall Mortgagor consent to the

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material alteration, removal or demolition of any building or other improvement on the Mortgaged Premises and constituting a part thereof, nor to the severance, removal, sale or mortgage of any fixtures or appliances on, in or about said buildings or improvements, without the consent of Mortgagee in the case of severances, removals or sales aggregating more than \$25,000 per fiscal year and Mortgagee shall not unreasonably withhold its consent thereto, and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, Mortgagee covenants that the same will be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; nor will Mortgagor permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Premises or any part thereof; and Mortgagor will keep and maintain (or will cause to be kept and maintained) said Mortgaged Premises and every part thereof in good and first class repair and condition (ordinary wear and tear excepted); Mortgagor shall effect (or cause to be effected) such repairs as Mortgagee may reasonably require and from time to time make (or cause to be made) all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good and first class condition, fit and proper for the respective purposes for which they were originally erected or installed; and Mortgagor will comply (or cause to be complied) with all statutes, orders, requirements or decrees relating to said Mortgaged Premises by any Federal, State or Municipal authority; Mortgagor shall observe and comply with (or cause to be observed and complied with) all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part thereof and will not initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Premises or any part thereof may be put without the prior written consent of Mortgagee; and Mortgagor shall not, except as otherwise permitted in this Section 13, make any material alterations in or improvements or additions to the Mortgaged Premises except as required by governmental authority or tenant leases or as otherwise permitted by the Mortgagee.

14. Liens and Encumbrances. Mortgagor will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created or to remain and will

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discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge or conditional sale or other title retention agreement with respect to the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this instrument; provided, however, that Mortgagor may contest the validity of any such lien, charge or encumbrance (other than the lien of this Mortgage or of any other document securing payment of the Note) upon giving Mortgagee timely notice of its intention to contest the same and making and thereafter maintaining with Mortgagee a deposit of cash in an amount sufficient in the reasonable opinion of Mortgagee to pay and discharge or to assure compliance with the matter under contest in the event of a final determination thereof adversely to Mortgagor. Mortgagor agrees to prosecute any contests diligently and by appropriate legal proceedings which will prevent the enforcement of the matter under contest and will not impair the lien of this Mortgage or interfere with the normal conduct of business on the Mortgaged Premises. On final disposition of such contest, any cash or securities in Mortgagee's possession not required to pay or discharge or assure compliance with the matter contested shall be returned to Mortgagor.

15. Right of Mortgagee to Perform Mortgagor's Covenants, Etc. If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, Mortgagee, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter and after the expiration of any applicable cure period make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses (including without limitation reasonable attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the Default Rate shall constitute so much additional indebtedness hereby secured and shall be paid by Mortgagor to Mortgagee on demand. Mortgagee in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.

16. After-Acquired Property. Any and all property hereafter acquired which is of the kind or nature herein provided and related to the premises described in Granting Clause I hereof, or intended to be and become subject to the lien hereof,

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shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

17. Inspection by Mortgagee. Mortgagee and any participant in the indebtedness hereby secured shall have the right to inspect the Mortgaged Premises at all reasonable times upon prior reasonable notice, and access thereto shall be permitted for that purpose.

18. Subrogation. Mortgagor acknowledges and agrees that Mortgagee shall be subrogated to any lien discharged out of the proceeds of the loan evidenced by the Note or out of any advance by Mortgagee hereunder or under the Credit Agreement, irrespective of whether or not any such lien may have been released of record.

19. Events of Default. Any one or more of the following shall constitute an event of default hereunder:

(a) Default in the payment, when due (whether by lapse of time, acceleration, or otherwise) of the principal of or interest on the Note or of any other indebtedness hereby secured and the continuance thereof for 10 days after written notice by Mortgagee to the Beneficiary; or

(b) Except as otherwise permitted by the Credit Agreement, the Mortgaged Premises or any part thereof shall be sold, transferred, or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise without Mortgagee's prior written consent, except for sales of obsolete, worn out or unusable fixtures or personal property which are replaced with similar fixtures or personal property at least equal in quality and condition to those sold free of any lien, charge or encumbrance; or

(c) All or any part of the beneficial interest in the trust constituting the Mortgagor hereunder shall be sold, assigned, transferred or encumbered (other than by liens granted to Mortgagee), whether voluntarily or involuntarily by operation of law or otherwise; or

(d) The occurrence of any event constituting an Event of Default under the Credit Agreement which is not cured within the applicable grace period, if any; or

(e) The Mortgaged Premises are abandoned; or

(f) The Master Lease is, or purportedly is, cancelled, terminated, modified or amended in any respect without the prior written consent of the Mortgagee (which consent shall be subject to the provisions of the Credit Agreement relating thereto).

23 Remedies. When any event of default which is not cured within the applicable grace period, if any, has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as may be available under applicable law or under the Credit Agreement, but subject at all times to any mandatory legal requirements:

(a) Acceleration. Mortgagee may, by written notice to Mortgagor, declare the Note and all unpaid indebtedness of Mortgagor hereby secured, including interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) Uniform Commercial Code. Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten days prior to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the Default Rate.

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(c) Foreclosure. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

(d) Appointment of Receiver. Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, with notice, enter upon and take possession of the Mortgaged Premises or any part thereof by summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) Taking Possession, Collecting Rents, Etc. Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property of Mortgagor and/or Beneficiary contained in the Mortgaged Premises and used by Mortgagor in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging

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that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured or, at its option, to completion of the improvements contemplated by the Credit Agreement. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate, conserve and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. The expenses (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which expenses Mortgagor promises to pay upon demand together with interest at the Default Rate. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises become vacant or are abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate.

21. Waiver of Right to Redeem From Sale - Waiver of Appraisalment, Valuation, Etc. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mort-

gagee out of the net proceeds of such sale. In the event of any such sale, the Note and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Mortgagor, and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

22. Costs and Expenses of Foreclosure. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, and all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Rate.

23. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 20(b) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 20(b) and 22 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Note with interest thereon as herein provided; Third, to all principal of and interest on the Note with any overplus to whomsoever shall be lawfully entitled to same.

24. Mortgagee's Remedies Cumulative - No Waiver. No remedy or right of Mortgagee shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or provided for in the Credit Agreement. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a

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waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a 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. Mortgagee may resort to the Mortgaged Premises or any portion thereof or any other security for the indebtedness hereby secured in such order or manner as it may elect.

25. Mortgagee Party to Suits. If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceeding or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, immediately and upon demand, all reasonable costs, charges, expenses and attorneys' fees incurred by Mortgagee in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand with interest at the Default Rate.

26. Modifications Not To Affect Lien. Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of this Mortgage upon all of the Mortgaged Premises not expressly released, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto).

27. Notices. All communications provided for herein shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Agreement (with a copy to State Building Venture, c/o The Palmer Group Ltd., 101 North Wacker Drive, Chicago, Illinois,

Attention: Charles Palmer, with copies to Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz, Ltd., Suite 3900, 55 East Monroe Street, Chicago, Illinois, Attention: Wayne S. Gilmartin and The Palmer Group Ltd., 101 N. Wacker Drive, Chicago, Illinois 60606, Attention: Sally A. Jackle, in the case of notices to Mortgagor) or to such other and different address as Mortgagor, Mortgagee or Beneficiary may designate pursuant to a written notice sent in accordance with the provisions of this Section 27. A notice shall be deemed received on the date of the personal receipt if delivered personally, or if mailed, on the date of the registered or certified mail receipt if delivered, or on the date of attempted delivery if delivery is not accepted.

28. Partial Invalidity. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid or unenforceable, the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby.

29. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

30. Default Rate. For purposes of this Mortgage, "Default Rate" shall mean the rate per annum determined by adding 2-3/4% to the annual rate of interest established from time to time by the Bank of Montreal as the base rate it will use to determine the rates of interest on United States dollar loans made in the United States of America and designated as U.S. prime rate, which may not be its best or lowest rate (with any change in such Default Rate resulting from a change in such U.S. prime rate to be and become effective as of and on the date of the relevant change in such U.S. prime rate).

31. The Master Lease. Mortgagor covenants that the copy of the Master Lease heretofore furnished to the Mortgagee is true and correct and has not been amended, modified or terminated in any respect (except for amendments and modifications embodied in written instruments heretofore delivered to the Mortgagee), that no event has occurred and no condition exists which would be a ground for the cancellation or termination of the Master Lease, and that the Master Lease is valid, subsisting and in full force and effect and is subject to no prior liens or encumbrances what-

soever. Mortgagor agrees that it will observe, comply with and be bound by each and all of the terms, covenants and agreements imposed on it by the Master Lease and Mortgagor agrees that, unless otherwise permitted under the Credit Agreement and if so permitted then on the terms and conditions specified thereon, it will not permit the Master Lease to be amended or modified in any respect or terminated or cancelled either in whole or in part for any reason whatsoever without the prior written consent of the Mortgagee; provided, however, that Mortgagor may acquire fee simple title to the Real Property so long as Mortgagor complies with all of the provisions of Paragraph 32 hereof.

32. No Merger. So long as this Mortgage is in effect, there shall be no merger of the Master Lease or any interest therein nor of the leasehold estate created thereby with the fee estate in the Real Property or any portion thereof by reason of the fact that the Master Lease or such interest therein or such leasehold estate may be held directly or indirectly by or for the account of any person who shall hold the fee estate in the Real Property or any portion thereof or any interest of the lessor under the Master Lease. In case Mortgagor acquires the Real Property, this Mortgage shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, mortgage or conveyance, become and be subject to the lien of and covered by this Mortgage. Mortgagor shall notify the Mortgagee of any such acquisition and, on written request by the Mortgagee, shall cause to be executed and recorded all such other and further assurances or other instruments in writing as may in the opinion of the Mortgagee be necessary or appropriate to effect the intent and meaning hereof and shall deliver to the Mortgagee an endorsement to the Mortgagee's loan title insurance policy insuring that such fee title or other estate is subject to the lien of this Mortgage.

33. Headings. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

34. Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

35. Exculpation. This Mortgage is executed by Boulevard Bank, N.A. (formerly National Boulevard Bank of Chicago) not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it

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possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

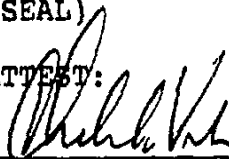
IN WITNESS WHEREOF, Boulevard Bank, N.A. (formerly National Boulevard Bank of Chicago), not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, as of the day and year first above written.

BOULEVARD BANK, N.A. (formerly
National Boulevard Bank of
Chicago)

As Trustee as Aforesaid and
Not Personally

(SEAL)

ATTEST:


ASST. TRUST OFFICER
Its Assistant Secretary

Charles A. Vrba

Type or Print Name
COOK COUNTY, ILLINOIS
FILED FOR RECORD

By


Vice President

ALEX J. BERESOFF

Type or Print Name

1987 AUG 28 PM 2: 26

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EXHIBIT A

PROMISSORY NOTE

\$11,000,000

Chicago, Illinois

_____, 1987

FOR VALUE RECEIVED, the undersigned, Boulevard Bank, N.A. of Chicago, a national banking association, not personally but as Trustee under the provisions of a Deed in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 1, 1983, and known as Trust Number 6777 (the "Trustee") hereby promises to pay to the order of Bank of Montreal, Chicago Branch (the "Bank") at 115 South LaSalle Street, Chicago, Illinois the principal sum of Eleven Million Dollars (\$11,000,000.00) on June 30, 1989, unless sooner paid or extended on the conditions set forth in the Credit Agreement (as hereinafter defined).

The Trustee promises to pay interest (computed on the basis of a year of 360 days for the actual number of days elapsed) at said office on the balance of principal from time to time outstanding and unpaid hereon from the date hereof until the maturity thereof (whether by lapse of time, acceleration or otherwise) at the rates and times specified in the Credit Agreement (hereinafter defined).

This Note is issued under the terms and provisions of a Credit Agreement (the "Credit Agreement") bearing even date herewith between the Trustee, State Building Venture, an Illinois limited partnership and Bank of Montreal, Chicago Branch and this Note and the holder hereof are entitled to all of the benefits provided for by said Credit Agreement or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. Voluntary prepayments may be made hereon only at the times, in the events, on the terms and in the manner provided in said Credit Agreement.

The Bank shall record on its books and records or on the schedule to this Note which is a part hereof the principal amount of each advance made, continued or effected by conversion under the Credit Agreement, all payments of principal and interest and the principal balance from time to time outstanding, and how much of each advance is part of a Prime Rate Portion or a LIBOR Portion or CD Rate Portion and, in the case of any LIBOR Portion or CD Rate Portion, the Interest Period and interest rates applicable thereto; provided that prior to the transfer of this Note all such amounts shall be recorded on the schedule attached to this Note. The record thereof, whether shown on such books or records or on the schedule to this Note, shall be rebuttably presumptive evidence as to all such amounts absent manifest error; provided, however, that the failure of the Bank to record of any of the foregoing shall not limit or otherwise affect the obligation of the Trustee to repay all advances made, continued or effected by conversion under the Credit Agreement together with accrued interest thereon.

Payment of this Note is secured by, inter alia, that certain Leasehold Mortgage and Security Agreement with Assignment of Rents (the "Mortgage") bearing even date herewith from the Trustee to Bank of Montreal on real estate in Cook County,

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Illinois. This Note may become or be declared due prior to its expressed maturity upon the occurrence of an Event of Default as specified in said Credit Agreement or said Mortgage, which is not cured within the applicable grace period, if any.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

This Note is executed by Boulevard Bank, N.A. not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in such Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by any guarantor hereof, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this Note or of any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this Note in accordance with the terms and provisions in said Mortgage set forth, by realization on other collateral security herefor and/or by action to enforce the personal liability of any guarantor of the payment hereof.

BOULEVARD BANK, N.A., as Trustee as
aforesaid

By _____
Its _____

County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARIAN ROBINSON, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ALEX J. BERESOFF, Vice President of Boulevard Bank, N.A. (formerly National Boulevard Bank of Chicago) and Charles A. Vrba, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of August, 1987.

Marian Robinson

Notary Public
MARIAN ROBINSON

Type or Print Name

(SEAL)

My Commission Expires: My Commission Expires April 29, 1990

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17-09-434

SCHEDULE I

LEGAL DESCRIPTION

LEASEHOLD ESTATE

LEASEHOLD ESTATE CREATED BY INSTRUMENT EXECUTED BY STATE OF ILLINOIS, DEPARTMENT OF CENTRAL MANAGEMENT SERVICES, AS LESSOR AND NATIONAL BOULEVARD BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1983, AND KNOWN AS TRUST NUMBER 6777, AS LESSEE, DATED NOVEMBER 11, 1983, A MEMORANDUM OF WHICH WAS RECORDED APRIL 9, 1984 AS DOCUMENT NUMBER 207037576 AND DEMISES A PORTION OF THE REAL ESTATE FOR A TERM OF YEARS BEGINNING ON DATE OF FINAL PAYOUT OF MORTGAGE AMOUNT AND ENDING 15 YEARS AFTER COMMENCEMENT OF LEASE, AS AMENDED FROM TIME TO TIME.

REAL ESTATE

PARCEL 1:

BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 3 FEET THEREOF, TAKEN FOR WIDENING NORTH LASALLE STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

Vacated
THE WEST 16 FEET OF CLARK STREET LYING EAST OF AND ADJOINING BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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~~100~~
state of Illinois Building
Clark and Randolph St.
Chicago, ILL.

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11/11/2011 10:00 AM

COOK COUNTY CLERK'S OFFICE
11/11/2011 10:00 AM