

87558438

EXHIBIT A

Legal Description:

PARCEL 1:

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

Beginning at a point on the West line of the East 33 feet of the Southwest 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian said point being 7.00 feet South of the South line of the North 1/4 of the East 1/2 of the Southwest 1/4 of said Section 29, thence South along the West line of the East 33 feet of said Southwest 1/4 of Section 29, (said line also being the West line of Racine Avenue) to the South line of the North 25 feet of Lot 2 in William Redda's Subdivision of Block 25 (except the West 125.00 feet) in Jones Subdivision of the West 1/2 of said Section 29, (except certain tracts conveyed) according to the plat of said William Redda's Subdivision registered as Document No. 343920, said point being 226.70 feet North of the North line of 77th Street; thence West along the South line of the North 25 feet of Lot 2, aforesaid to the West line of said Lot 2; thence North along the West line of Lot 2, the West line of Lot 1, in said subdivision of Block 25, aforesaid, and said West line of Lot 1 extended North to the South line of the North 15 chains of said Southwest 1/4 of Section 29; thence West along the South line of the North 15 chains of said Southwest 1/4 of said Section 29, a distance of 397.06 feet more or less to the East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29; thence north along said East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29, a distance of 334.80 feet more or less to the South line of West 76th Street as opened by condemnation per Document No. 12300011; thence East along said South line of West 76th Street to a point on said line, being 14.72 feet West of the West line of the East 33 feet of the Southwest 1/4 of said Section 29; thence Southeasterly along a diagonal line to the point of beginning.

PARCEL 2:

Lots Thirty one (31), Thirty Two (32), Thirty Three (33), Thirty four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), Thirty Eight (38), Thirty Nine (39), Forty (40), Forty one (41), Forty Two (42), Forty Three (43), and Forty Four (44) in Block Nine (9) in Auburn on the Hill First

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Addition being Hart's Subdivision of Blocks Nine (9), Ten (10), and Twenty Two (22) in the subdivision of the Southeast 1/4 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian (except the North 99 feet), in Cook County, Illinois.

Permanent Index Numbers:

Parcel No. 1: 20-29-307-003

Parcel No. 2: 20-29-408-011; 20-29-408-040; and 20-29-310-017

LOT-317039

LOT-40

PARCEL 1

PARCEL 2 TO 44

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This instrument was prepared by
and to be returned to:

Name: Elaine L. Williams
Address: Special Assistant Corporation Counsel
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

JUNIOR MORTGAGE,
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This Junior Mortgage, Assignment of Rents and Security Agreement is made this 9th day of October, 1987, from AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust No. 63140 dated December 17, 1984 (hereinafter referred to as "Mortgagor") the sole beneficiary of which is Continental Commercial Partners, an Illinois limited partnership ("Beneficiary"), to the CITY OF CHICAGO, DEPARTMENT OF ECONOMIC DEVELOPMENT, together with its successors and assigns, having its principal office at 20 North Clark Street, Suite 2800, Chicago, Illinois 60602 (hereinafter referred to as "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor has concurrently herewith executed and delivered a Promissory Note bearing even date herewith (the "Promissory Note") in the principal sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000), made payable to the Mortgagee, in which the Mortgagor promises to pay the said principal sum, plus interest thereon, at the rate specified in the Promissory Note, payments shall be made as provided in the Promissory Note, with the entire remaining balance of said principal and interest payable six (6) months from the date of disbursement of loan proceeds. All of said principal and interest payments shall be made payable to the Mortgagee and delivered to the Mortgagee at the office of Mortgagee, or Mortgagee's designated agent, in Chicago, Illinois or at such other place as the Mortgagee, or Mortgagee's designated agent, may declare in writing; and

WHEREAS, the Mortgagee is desirous of securing the payment of the Promissory Note, together with interest thereon, in accordance with the terms of the Promissory Note, and any additional indebtedness or obligations incurred by the Mortgagor on account of any future payments, advances or expenditures made by the Mortgagee pursuant to the Promissory Note or this Mortgage or the Loan and Security Agreement (as hereinafter defined);

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ARTICLE I

NOW, THEREFORE, in order to secure the payment of the principal and interest under the Promissory Note and the performance and observance of the covenants and agreements contained in this Mortgage, including any extensions or modifications hereto, Mortgagor does by these presents, subject to the Senior Mortgage (as hereinafter defined), grant, bargain, sell, convey and mortgage unto Mortgagee, its successors and assigns forever and hereby represents and warrants to Mortgagee and grants to Mortgagee and its successors and assigns forever a continuing security interest in and to, all of the following rights, interests, claims and property (referred to hereinafter collectively as the "Premises"):

(A) All of the real estate, as more particularly described in Exhibit A attached hereto and made a part hereof, together with all easements, water rights, hereditaments, mineral rights and other rights and interests appurtenant thereto (hereinafter referred to as the "Real Estate");

(B) All buildings, structures and other improvements of every kind and description now or hereafter erected, situated or placed upon the Real Estate ("Improvements"), together with any fixtures or attachments now or hereafter owned by Mortgagor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing;

(C) Any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Real Estate and Improvements, now owned or hereafter acquired;

(D) All of Mortgagor's interest and rights as lessor in and to all leases, subleases and agreements, written or oral, now or hereafter affecting the Real Estate or the Improvements or any part thereof, and all income, rents, issues, proceeds and profits accruing and to accrue from the Real Estate and Improvements;

(E) All right, title and interest of the Mortgagor in and to all fixtures, machinery, vehicles, equipment, personal property of any kind or character now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the Real Estate and Improvements;

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(F) All the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (a) proceeds of insurance in effect with respect to the Real Estate and Improvements, and (b) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of the whole or any part of the Real Estate and Improvements; and

(G) All other property rights of the Mortgagor of any kind or character related to the Real Estate and Improvements.

IT IS FURTHER agreed, intended and declared that all the aforesaid property rights and interests shall, so far as permitted by law, be deemed to form a part and parcel of the Real Estate and Improvements and be covered by this Mortgage, and as to any of the aforesaid property which does not so form a part and parcel of the Real Estate and Improvements, this Mortgage is hereby deemed to be and is, as well, a Security Agreement under the Illinois Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagor hereby grants to the Mortgagee as secured party (as defined in the Illinois Uniform Commercial Code), to have and to hold the Premises unto the Mortgagee and its successors and assigns, forever, for the purposes and uses herein set forth.

ARTICLE II GENERAL AGREEMENT

To protect the security of this Mortgage, the Mortgagor further covenants and agrees as follows:

(1) Payment of Principal and Interest Mortgagor shall pay promptly when due the principal and interest and any other sums required to be paid under the Promissory Note, this Mortgage or the Loan and Security Agreement dated as of October 9, 1987 (the "Loan and Security Agreement") by and among the Mortgagor, Mortgagee and Beneficiary at the times and in the manner provided therein or herein; pay any other indebtedness secured hereby as same becomes due; and duly perform and observe all of the covenants, agreements and provisions contained herein and in the Loan and Security Agreement.

(2) Junior Mortgage. This is a junior mortgage on the Premises, and is subject and subordinate in each and every respect to any and all rights of any kind created by (i) the certain mortgage dated December 1, 1985 and recorded as document no. 86065972 in the office of the Cook County Recorder of Deeds, securing a note in the amount of

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\$6,000,000 and (ii) the certain mortgage dated March 18, 1986 and recorded as document no. 86269926 in the Office of the Cook County Recorder of Deeds, securing two (2) notes of even date therewith in the aggregate amount of \$2,250,000 (collectively hereinafter referred to as the "Senior Mortgage"). Mortgagor shall pay promptly when due any sums due under said notes and shall perform promptly and fully any acts required under the Senior Mortgage. Mortgagor will not, without the prior written consent of Mortgagee, modify, extend or amend the Senior Mortgage or increase the amount of the indebtedness secured thereby.)

(3) Preservation, Restoration and Use of Premises.
The Mortgagor shall:

- (a) promptly repair, restore, replace or rebuild any portion of the Premises which may become damaged, destroyed, altered, removed, severed or demolished, whether or not proceeds of insurance are available or sufficient for the purposes, with replacements at least equal in quality and condition as existed prior thereto, free from any security interest in, encumbrances on or reservation of title thereto;
- (b) keep and maintain the Premises in good condition and repair, without waste, and free from mechanics' liens, materialmen's liens or like liens or claims or other liens or claims for lien of whatever nature, except the Senior Mortgage;
- (c) complete, within a reasonable time, any Improvements now or hereafter in the process of erection upon the Premises;
- (d) comply with all statutes, rules, regulations, orders or, decrees and other requirements of any governmental body, federal, state or local, having jurisdiction over the Premises and the use thereof and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy;

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- (e) make no material alterations in the Premises, except as required by law or municipal ordinance;
- (f) suffer or permit no change in the general nature of the occupancy or use of the Premises without the Mortgagee's prior written consent;
- (g) pay when due, all operating costs of the Premises;
- (h) initiate or acquiesce in no zoning reclassification with respect to the Premises, without the Mortgagee's prior written consent;
- (i) not abandon the Premises, nor do anything whatsoever to depreciate or impair the value of the Premises or the security of this Mortgage;
- (j) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Premises or any portion thereof;
- (k) cause the Premises to be managed in a competent and professional manner;
- (l) not permit execution of any leases for a term in excess of one (1) year without the prior written consent of the Mortgagee;
- (m) not permit any unlawful use or nuisance to exist upon the Premises; and
- (n) provide the Mortgagee or its authorized representative with access to the Premises, subject to the rights of the tenants, at all reasonable times for the purpose of inspecting the Premises.

(4) Payment of Taxes and Other Charges. Mortgagor shall be responsible for the payment, when first due and owing and before any penalty attaches, of all taxes and assessments (general or special), water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary,

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governmental or non-governmental, statutory or otherwise, that may be asserted against the Premises or any part thereof or interest therein. Mortgagor shall promptly furnish to Mortgagee duplicate receipts evidencing payment thereof. Notwithstanding anything contained herein to the contrary, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or charges, provided that any such contest stops the enforcement of such taxes, assessments, or charges.

(5) Insurance. The Mortgagor shall insure and keep insured the Premises and each and every part and parcel thereof against such perils and hazards as the Mortgagee may from time to time require, including, without limitation:

- (a) Insurance against loss to the Improvements caused by fire, lightning, windstorms, vandalism, malicious mischief, and risks covered by the so-called "all perils" endorsement and such other risks as the Mortgagee may reasonably require, in amounts (but in no event less than the aggregate of the initial stated principal amount of the Promissory Note and the principal and interest due under the Senior Mortgage) equal to the full replacement value of the Improvements;
- (b) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Premises naming Mortgagee as an additional insured party thereunder; and
- (c) During the making of any alterations or improvements to the Premises (i) insurance covering claims based on the owner's or employer's contingent liability not covered by the insurance provided in subsection (b) above and (ii) Workmen's Compensation insurance covering all persons engaged in making such alterations or improvements.

All policies of insurance to be maintained and provided as required herein shall be in forms, with companies and in amounts reasonably satisfactory to Mortgagee, and all policies of casualty insurance shall have attached thereto waiver of subrogation and mortgagee loss payable clauses or endorsements in favor of and with loss payable to Mortgagee.

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All said insurance shall provide for thirty (30) days prior written notice of cancellation to Mortgagee. Mortgagor shall deliver all policies, or certificates thereof, including additional and renewal policies, to Mortgagee marked "paid," and, in case of insurance policies about to expire, the Mortgagor shall deliver renewal policies or certificates thereof, not less than thirty (30) days prior to the respective dates of expiration.

(6) Proceeds of Insurance. In the event of any damage to, or destruction of, the Premises, the Mortgagor will promptly give written notice to the Mortgagee of such damage or destruction

(a) In case of loss covered by policies of insurance, the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagor, or (ii) to allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. The Mortgagee shall, and is hereby authorized to, subject to the rights of the holders of the certain mortgage dated December 1, 1985 and recorded as document no. 85065972 in the office of the Cook County Recorder of Deeds, securing a note in the principal amount of \$6,000,000 (collectively, the "Senior Lender") to receive insurance proceeds, collect any such insurance proceeds, and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be deemed additional indebtedness secured by this Mortgage and shall be reimbursed to the Mortgagee upon demand.

(b) In the event of any insured damage to, or destruction of, the Premises or any part thereof, Mortgagee may, subject to the rights of the Senior Lender to receive insurance proceeds in its sole discretion, (i) apply the proceeds of insurance payable upon the indebtedness secured hereby in such order or manner as the Mortgagee may elect, or (ii) apply the proceeds of insurance to reimburse the Mortgagor for the cost of restoring,

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repairing, replacing or rebuilding the Premises or any part thereof.

- (c) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagee.

(7) Condemnation and Eminent Domain. The Mortgagor shall give Mortgagee prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (generally "Taking"), of all or any part of the Premises or affecting any easement thereon or appurtenance thereof and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings, and Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all awards resulting from any Taking, subject to any rights the Senior Lender may have with respect to said proceeds. Subject to the rights of the Senior Lender, Mortgagee is hereby authorized to collect and receive from the condemnation authorities said awards and is further authorized to give appropriate receipts therefor.

(8) Loan and Security Agreement. The proceeds of the loan hereby secured are intended to finance in part, the construction of a 100,803 sq. ft. shopping center at 76th Street and Racine Avenue, Chicago, Illinois pursuant to the Loan and Security Agreement.

The occurrence of any default under the Loan and Security Agreement not cured within the time, if any, permitted therein, shall constitute a default under this Mortgage. Upon default by Mortgagor of any of the terms, provisions or covenants of the Loan and Security Agreement, the Mortgagee may, but need not, declare the entire unpaid principal balance and all interest accrued under the Promissory Note to be immediately due and payable.

(9) Transfer and Encumbrance of the Property. Except for the liens of the Senior Lender and the liens hereby secured, the Mortgagor shall not create, effect, contract for, commit to, consent to, suffer or permit any conveyance,

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sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the following) of the Premises or any part thereof or interest therein, without the prior written consent of the Mortgagee. If the Mortgagor shall do any of the foregoing without the prior written consent of Mortgagee, then the Mortgagee at its option, has the right to accelerate the maturity of the Promissory Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Mortgagor.

Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this paragraph in the future.

(10) Mortgagee's Performance of Defaulted Acts. In case of default herein by Mortgagor, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be deemed additional indebtedness secured hereby, and shall become immediately due and payable, with interest thereon at the default interest rate provided for in the Promissory Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

(11) Events of Default. It shall constitute an Event of Default under this Mortgage when:

- (a) An Event of Default occurs under the Loan and Security Agreement; or
- (b) Mortgagor fails duly to observe or cause to be observed or perform or cause to be performed any term, covenant, condition or agreement of this Mortgage, the Promissory Note, the Loan and Security Agreement or any other instrument securing the Note, and said default continues for 30 days after written notice thereof has been given to the Mortgagor by Mortgagee; or

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- (c) A default under the Senior Mortgage which default is not timely cured pursuant to any applicable cure period set forth therein; or
- (d) Mortgagor, or any guarantor of the indebtedness secured hereby is: (1) voluntarily adjudicated a bankrupt or insolvent, or (2) seeks or consents to the appointment of a receiver or trustee for itself or for all or any part of its property, or (3) files a petition seeking relief under or files an answer admitting the material allegations of a petition filed against it under any bankruptcy or similar laws of the United States or the State of Illinois, or (4) makes a general assignment for the benefit of creditors, or (5) makes an admission in writing of its inability to pay its debts generally as they become due; or
- (e) Any order, judgment or decree is entered upon an application of a creditor of Mortgagor by a court of competent jurisdiction appointing a receiver or trustee or custodian of all or a substantial part of the assets of the Mortgagor, or approval of any petition filed against Mortgagor hereby seeking relief under any bankruptcy or other similar laws of the U.S. or any state and remains in force, undischarged or unstayed for a period of 60 days; or
- (f) Any warranty, representation, certification, financial statement or other information made or furnished at any time pursuant to the terms of this Mortgage or the Loan and Security Agreement by Mortgagor, or by any person or entity liable for the indebtedness secured hereby, shall prove to be materially inaccurate or false; or
- (g) Mortgagor transfers, conveys, assigns or sells the Premises or any interest therein or if the Mortgagor is a partnership, corporation or land trust, there occurs any assignment or transfer of control or of the beneficial interest therein; or
- (h) Mortgagor abandons the Premises.

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(12) Remedies on Default. If an Event of Default under this Mortgage shall occur, Mortgagee may at its option, (a) declare the entire indebtedness secured hereby to be immediately due and payable, without notice or demand (each of which is expressly waived by Mortgagor; (b) institute proceedings for the complete foreclosure of the Mortgage; (c) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for specific performance of any covenant, condition or agreement in the Promissory Note or in this Mortgage; (d) exercise any or all rights and remedies available under the Uniform Commercial Code; and (e) enforce this Mortgage in any other manner permitted under the laws of the State of Illinois.

(13) Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under this Mortgage or the Promissory Note or the Loan and Security Agreement, there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fees and other related costs and expenses paid or incurred in connection with such proceeding.

(14) Right of Possession/Appointment of a Receiver. In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the institution of such proceedings to foreclose the lien hereof or before or after sale thereunder, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books and records.

Upon taking possession of the Premises, the Mortgagee may make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Premises as may seem judicious to Mortgagee to insure, protect and maintain the Premises and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues and profits therefrom.

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(15) Priority of Rent Payments. Subject to the rights of the Senior Lender in and to any avails, issues and profits of the Premises pursuant to any assignment of rents, assignment of leases, or otherwise, any avails, issues and profits of the Premises received by Mortgagee after having possession of the Premises, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or of any separate assignment of rents or assignment of leases, shall be applied in payment of or on account of the following, in such order as Mortgagee (or in case of a receivership, as the court) may determine: (i) to the payment of the operating expenses of the Premises, including reasonable compensation to Mortgagee or the receiver and its agent or agents, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the Premises, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Mortgagor, its successors, or assigns, as their rights may appear.

(16) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose the lien of this Mortgage, the court may, upon application, appoint a receiver of the Premises. Such appointment may be made either before or after foreclosure sale, without notice, without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any liable for the payment of the indebtedness hereby secured, without regard to the value of the Premises at such time and whether or not the same is then occupied as a homestead, and without bond being required of the applicant. Mortgagee or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to take possession control, and care of the Premises and to collect all rents and profits thereof during the pendency of such foreclosure suit.

(17) Foreclosure Sale. Any real estate or any interest or estate therein sold pursuant to any court order or decree obtained pursuant to the Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by the laws of the

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State of Illinois. At any such sale, Mortgagee may bid for and acquire, as Purchaser, the Premises or any part thereof, and in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

(18) Application of Proceeds from Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, (ii) all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Promissory Note, with interest thereon, (iii) all principal and interest remaining unpaid on the Promissory Note, and (iv) any overplus to Mortgagor, its successors, or assigns, as their rights may appear.

(19) Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in restoring the Premises, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

(20) Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of 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 Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. The Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person having a beneficial interest in Mortgagor, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived.

(21) Waiver of Defenses. No action for the enforcement of the lien of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action of law upon the Promissory Note.

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(22) Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the principal sum then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee at that time or any subsequent time, without its express written consent, except and to the extent otherwise provided by law.

(23) Delays and Omissions. No delay in the exercise of or failure to exercise any remedy or right accruing or any default under this Mortgage shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature.

(24) Rescission of Election. Acceleration of maturity, once made by Mortgagee, may at the option of Mortgagee be rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon, in either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and power of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced, as the case may be.

(25) Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, any guarantor of the Promissory Note, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by the laws of the State of Illinois. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Promissory Note, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Promissory Note.

(26) Giving of Notice. All notices or other communications required or contemplated in connection with this Mortgage shall be in writing, and the mailing thereof by certified mail, return receipt requested with postage prepaid and addressed as follows:

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If to Mortgagee: City of Chicago
Department of Economic Development
Room 2800, 20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

With a Copy to: Office of the Corporation Counsel
of the City of Chicago
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

If to Mortgagor: Continental Commercial Partners
2325 East 71st Street
Chicago, Illinois 60649
Attention: Vincent Lane

With a Copy to: Coffield Ungaretti Harris & Slavin
3500 Three First National Plaza
Chicago, Illinois 60602
Attention: James B. Smith

The parties may designate by written notice any different addresses to which subsequent notices, certificates or other communications shall be sent. All notices by mail delivered pursuant to this paragraph shall be deemed delivered on the fifth (5th) business day after the date mailed.

Any such notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

(27) Time of the Essence. Time is of the essence with respect to the Promissory Note and this Mortgage.

(28) Modifications. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

(29) Covenants Running with the Land. All the covenants hereof shall run with the land.

(30) Headings. The headings of articles, sections, paragraphs and subparagraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof.

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(31) Construction of Mortgage. The place of contract and payment being located in Illinois, this Mortgage shall be construed and enforced according to the laws of the State of Illinois.

(32) Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Mortgage shall be construed as if such invalid part were never included herein and this Mortgage shall be and remain valid and enforceable to the fullest extent permitted by law.

(33) Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

(34) Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its successor and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not.

(35) Further Assurances. The Mortgagor will do, execute, acknowledge and deliver every and all further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of the Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagee, all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee, its agents and attorney-in-fact for that purpose. The Mortgagor will reimburse the Mortgagee for any sums expended by Mortgagee in making, executing and recording such documents.

(36) Indemnification. In addition to all other indemnities in favor of the the Mortgagee specifically provided in this Mortgage, the Mortgagor shall indemnify the Mortgagee and and save the Mortgagee harmless from and

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against any and all losses, liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, reasonable architect's, engineer's and attorney's fees and all disbursements which may be imposed upon, incurred or asserted against the Mortgagee in connection with this transaction not resulting from the negligence or fault of the Mortgagee.

(37) Release Upon Payment and Discharge of Mortgagor's Obligation. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

(38) Subrogation. In the event the proceeds of the loan made by Mortgagee to Mortgagor, or any part thereof, or any amount paid out or advanced by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, the Senior Mortgage or any other prior lien or encumbrance upon the Premises, then Mortgagee shall be subrogated to such other lien or encumbrance and shall have the benefit of the priority of same.

(39) Inspection of Premises. Mortgagor shall permit Mortgagee or its agents to inspect the Premises at all reasonable times, and access thereto shall be permitted for such purpose.

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

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and attested to on the day and year first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
not personally but solely as
Trustee under Trust No.
63140 dated December 17,
1984

By: [Signature]
Title: Trustee

Attest:

By: [Signature]
Title: Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

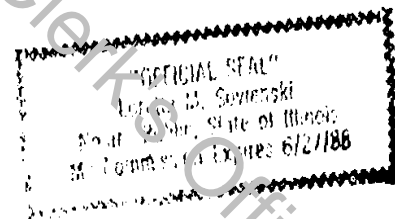
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named officers of American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust No. 63140, dated December 17, 1984 (the "Trustee"), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as officers of the Trustee, for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this ____ day of _____, 198__.

OCT 8 1987

Lothar M. Sawinski
Notary Public

My Commission Expires _____



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