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MORTGAGE AND ASSIGNMENT OF RENTS

THIS MORTGAGE (the "Mortgage"), made as of November 16, 1987, by LEO LEICHTER ("Leichter"), individually as to Parcels One (1), Two (2) and Three (3) legally described on Exhibit A attached hereto (hereinafter referred to as "Parcel One (1)," "Parcel Two (2)" and "Parcel Three (3)") and AMERICAN NATIONAL BANK OF ELGIN, formerly known as THE ELGIN NATIONAL BANK, a national banking association, as Trustee under Trust Agreement dated March 5, 1974 and known as Trust No. 666 ("Trust 666") as to Parcel Four (4) legally described on Exhibit A attached hereto (hereinafter referred to as "Parcel Four (4)"), Leichter and Trust 666 hereinafter jointly and severally referred to as (the "Mortgagor") to The First National Bank of Elgin, a national banking association (the "Mortgagee"),

W I T N E S S E T H:

WHEREAS, Mortgagor and Mortgagee have executed an Agreement for Standby Letter of Credit ("Agreement") dated as of the date hereof whereunder Mortgagee anticipates the issuance of its Letter of Credit ("Credit") in the principal sum of Two Million Six Hundred Fifty-Five Thousand and 00/100 Dollars ($2,655,000.00) which provides that any draws thereunder are payable ON DEMAND and until such demand bear interest at the adjustable rate equal to the publicly announced commercial prime (reference) lending rate of the Continental Illinois National Bank and Trust Company of Chicago, the credit to expire one year after the date of issuance and automatically renewable for an additional period of one (1) year unless prior to renewal, an event of Default, as defined in Paragraph 8 of the Agreement for Stand-By Letter of Credit, has occurred, and whereas Mortgagor may execute a note ("Note") to evidence draws against the Credit. The terms of the Agreement, Credit and Note are hereby incorporated and made part hereof by this reference with the same effect as if set forth at length herein.

WHEREAS, Leichter is the contract purchaser of Parcel One (1) and all representations and warranties as to Parcel One (1) shall be construed in view thereof.

WHEREAS, with respect to Parcel One (1), this Mortgage is intended to encumber Leichter's interest as contract purchaser of Parcel One (1) until such time as Leichter acquires title to Parcel One (1) at which time this mortgage is intended to encumber Leichter's interest as legal title holder of Parcel One (1).

WHEREAS, Trust 666 has executed a mortgage of Parcel Four (4) dated March 24, 1987 and recorded April 20, 1987 as Document No. 87207722, Cook County, Illinois, to the First National Bank of Elgin. This Mortgage is not intended to be prior to the March 24, 1987 mortgage and all representations and warranties as to Parcel Four (4) shall be construed in view thereof.

WHEREAS, nothing contained in this Mortgage shall be construed as allowing Mortgagee to operate the business conducted by Jerry Biggers Chevrolet, Inc.

Leichter hereby warrants that this is not homestead property.

NOW, THEREFORE, to secure the payment of all obligations under the Agreement, the Credit and the Note, including all draws under the Credit, whether or not evidenced by a separate Note and to secure the payment of all sums which may at any time be due and owing under the Agreement, Credit, Note and Mortgage collectively sometimes referred to herein as

THIS INSTRUMENT PREPARED BY:

Roger K. Frandsen
80 Fountain Square Plaza
Elgin, IL 60120

RETURN RECORDED DOCUMENT TO:

Roger K. Frandsen
80 Fountain Square Plaza
Elgin, IL 60120

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BOX 333-HV

"Indebtedness Hereby Secured" and to secure the performance and observation of all the covenants, agreements and provisions contained in the Agreement, Credit, Note and this Mortgage or any document or instrument executed pursuant to the Agreement ("the Loan Documents"); and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Mortgagor DOES HEREBY BARGAIN, GRANT, REMISE, RELEASE, ALIEN, MORTGAGE AND CONVEY unto Mortgagee, its successors and assigns forever, all of Mortgagor's right, title and interest in the Land (as hereinafter defined) together with the following described property, rights and interests, all of which are hereby pledged primarily and on a parity with the Land and not secondarily (and are, together with the Land, referred to herein as the "Premises"):

THE LAND (the "Land") is located in the State of Illinois and legally described as follows:

See Exhibit A Attached Hereto

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever (but excluding inventory) now or hereafter owned by Mortgagor and located in or on, and attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Premises to be applied against the Indebtedness Hereby Secured; provided, however, that permission is hereby given to Mortgagor so long as no Default has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not more than one (1) month in advance thereof;

TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Premises, whether written or oral, and all agreements for use of the Premises (the "Leases"), together

with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property (but excluding inventory) now or hereafter owned by Mortgagor and forming a part of or used in connection with the Land or the Improvements or the operation thereof, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Land or the Improvements shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured; notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as Debtor, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 15 hereof; and

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Mortgagor hereby authorizes, directs and empowers Mortgagee, at its option, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness Hereby Secured, notwithstanding the fact that the same may not then be due and payable or that the Indebtedness Hereby Secured is otherwise adequately secured.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default as hereinafter defined; the Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State in which the Premises are located.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay in full when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein and in the Note and the Loan Agreement provided to be performed and observed by the Mortgagor, then this Mortgage and the estate, right and interest of Mortgagee in the Premises shall cease and become void and of no effect, but shall otherwise remain in full force and effect.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness and Performance of Covenants. Mortgagor shall (a) pay when due the Indebtedness Hereby Secured, and (b) duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in the Agreement, Credit, Note, this Mortgage or other Loan Document. Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions set forth in the Note.

2. Maintenance, Repair, Compliance with Law, Use, Etc. Mortgagor shall (a) promptly repair, restore, replace or rebuild any portion of the Improvements which may become damaged or be destroyed, whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good condition and repair, free from waste; (c) complete, within a reasonable time, any building or buildings or other Improvements now or at any time in the process of erection upon the Premises; (d) comply with all requirements of statues, ordinances, rules, regulations, orders, decrees and other requirements of law relating to the Premises or any part thereof by any federal, state or local authority; (e) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements or any portion thereof and (f) 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 nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy. Without the prior written consent of Mortgagee, Mortgagor shall not cause, suffer or permit any (i) material alterations of the Premises except as required by law or ordinance or except as permitted or required to be made by the terms of any Leases approved by Mortgagee; (ii) change in the intended use or occupancy of the Premises for which the Improvements were constructed, including, without limitation, any change which would increase any fire or other hazard; (iii) unlawful use of, or nuisance to exist upon, the Premises; (iv) granting of any easements, licenses, covenants, conditions or declarations of use against the Premises, other than use restrictions contained or provided for in Leases approved by Mortgagee; (v) change in zoning or use classification; or (vi) abandonment of the Land. Notwithstanding the above, Mortgagee consents to allowing Mortgagor to refurbish the Premises by replacing heating, air conditioning, ventilating, and electrical systems and fixtures.

3. Liens.

A. Prohibition. Subject to the provisions of Paragraphs 4 and 16 hereof, the Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to or be filed against the Premises, including mechanic's liens, materialmen's liens, or other claims for lien made by

parties claiming to have provided labor or materials with respect to the Premises (which liens are herein defined as "Mechanic's Liens") and excepting only the lien of real estate taxes and assessments not due or delinquent, any liens and encumbrances of Mortgagee, and any other lien or encumbrance permitted by the terms of the Agreement.

4. Taxes and Liens.

A. Payment. Mortgagor shall pay or cause to be paid when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever, levied or assessed against the Premises or any part thereof or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Mortgagor, and Mortgagor shall furnish to Mortgagee receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to Taxes upon the Premises, other than matters expressly permitted by the terms of the Loan Agreement.

5. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagor or the Premises, any Tax is imposed or becomes due in respect of the issuance of the Note or the recording of this Mortgage, Mortgagor shall pay such Tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of Taxes, so as to affect this Mortgage, the Indebtedness Hereby Secured or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such Taxes, or reimburse Mortgagee therefor on demand unless Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement by Mortgagor is unlawful; in which event the Indebtedness Hereby Secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this Paragraph 5 shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for Taxes required to be paid by Mortgagor pursuant hereto.

6. Insurance Coverage. Mortgagor will insure the Premises against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

(a) Casualty insurance against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, earthquake and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of all Improvements, fixtures and equipment from time to time on the Premises and bearing a replacement cost agreed amount endorsement;

(b) Commercial public liability against death, bodily injury and property damage in an amount not less than Three Million Dollars ($3,000,000); and

(c) The types and amounts of coverage as are customarily maintained by owners or operators of like properties.

Mortgagee may, at any time and in its sole discretion upon written notice to Mortgagor, procure and substitute for any and all of the policies of insurance required above, such other policies of insurance, in such amounts, and carried in such companies, as it may select, and in such event, those policies of insurance shall be included within the definition of "Insurance Policies" set forth herein.

7. Insurance Policies. All Insurance Policies shall be in form, companies and amounts reasonably satisfactory to Mortgagee. All Insurance Policies insuring against casualty and other appropriate policies shall include non-contributing mortgagee indoresements in favor of and with loss payable to Mortgagee, as well as standard waiver of subrogation indoresements, shall provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Mortgagee and shall provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Mortgagee. Mortgagor will deliver all Insurance Policies, premium prepaid, to Mortgagee and, in case of Insurance Policies about to expire, Mortgagor will deliver renewal or replacement policies not less than thirty (30) days prior to the date of expiration. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Mortgagor concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under the Leases may, if in conformity with the requirements of this Mortgage and if approved by Mortgagee, be presented to Mortgagee in satisfaction of Mortgagor's obligation to provide the insurance coverages provided by those Insurance Policies.

8. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and premiums payable with respect to all Insurance Policies ("Premiums") as and when the same shall become due and payable:

(a) Mortgagor shall, if required by Mortgagee, deposit with Mortgagee on the first business day of each and every month, an amount equal to one-twelfth (1/12) of the Taxes and Premiums thereof to become due upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to Taxes and Premiums to become due and payable within twelve months after such first deposit, will provide (without interest) a sufficient fund to pay such Taxes and Premiums, one month prior to the date when they are due and payable. The amounts of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Mortgagee's estimate as to the amount of Taxes and Premiums. Mortgagor shall promptly upon the demand of Mortgagee make additional Tax and Insurance Deposits as Mortgagee may from time to time require due to (i) failure of Mortgagee to require, or failure of Mortgagor to make, Tax and Insurance Deposits in previous months, (ii) underestimation of the amounts of Taxes and/or Premiums, or (iii) the particular due dates and amounts of Taxes and/or Premiums.

(b) Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to Mortgagee by Mortgagor of the bills therefor, pay the Taxes and Premiums or will, upon the presentation of receipted bills therefor, reimburse Mortgagor for such payments made by Mortgagor. If the total Tax and Insurance Deposits on hand shall not be sufficient

to pay all of the Taxes and Premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand the amount necessary to make up the deficiency.

(c) Upon a Default under this Mortgage, Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Mortgagor. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, and shall be held by Mortgagee irrevocably to be applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Mortgagor.

9. Proceeds of Insurance. Mortgagor will give Mortgagee prompt notice of any loss or damage to the Premises, and:

(a) In case of loss or damage covered by any of the Insurance Policies, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such Insurance Policies without the consent of Mortgagor, or (ii) allow Mortgagor to settle and adjust such claim without the consent of Mortgagee; provided that in either case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by any Insurance Policy to Mortgagee alone, and not to Mortgagee and Mortgagor jointly.

(b) Mortgagee shall, in its sole discretion, elect to apply the proceeds of Insurance Policies consequent upon any casualty either (i) to reduce the Indebtedness Hereby Secured, or (ii) to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the loss or damage of the casualty, subject to the conditions and in accordance with the provisions of Paragraph 10 hereof. In the event Mortgagee elects to apply the proceeds of Insurance Policies to the Indebtedness Hereby Secured and such proceeds do not discharge that indebtedness in full, the entire Indebtedness Hereby Secured shall become immediately due and payable with interest thereon at the Default Rate.

(c) If insurance proceeds are made available to Mortgagor, Mortgagor hereby covenants to restore, repair, replace or rebuild the Improvements, to be of at least equal value, and of substantially the same character as prior to such loss or damage, all to be effected in accordance with plans, specifications and procedures to be first submitted to and approved by Mortgagee, and Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding.

10. Disbursement of Insurance Proceeds. Insurance proceeds held by Mortgagee for restoration, repairing, replacement or rebuilding of the Premises shall be disbursed from time to time upon Mortgagee being furnished with (i) evidence satisfactory to it of the estimated cost of the restoration, repair, replacement and rebuilding, (ii) funds (or assurances satisfactory to Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance to complete and fully pay for the restoration, repair, replacement and rebuilding, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of

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survey and such other evidences of cost, payment and performance as Mortgagee may reasonably require and approve. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time, as such value shall be determined by Mortgagee in its sole and exclusive judgment; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds, except as may otherwise be provided in the Loan Agreement; and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgagor to pay the cost of such repair, restoration, replacement or rebuilding, shall be at least sufficient in the reasonable judgment of Mortgagee to pay the entire unpaid cost of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall be paid to Mortgagor.

11. Condemnation and Eminent Domain. Any and all awards (the "Awards") heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereof, and the issuance of a warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which Awards Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further agrees to make, execute, and deliver to Mortgagee, at any time upon request, free, clear, and discharged of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. If any portion of or interest in the Premises is taken by condemnation or eminent domain, either temporarily or permanently, and the remaining portion of the Premises is not, in the reasonable judgment of Mortgagee, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Mortgagee, the entire Indebtedness Hereby Secured shall immediately become due and payable. Mortgagee shall be entitled to apply the proceeds toward repayment of such portion of the Indebtedness Hereby Secured as it deems appropriate without affecting the lien of this Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, in the judgment of Mortgagee leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and provided no Default has occurred and is then continuing, the Award shall be applied to reimburse Mortgagor for the cost of plans, specifications and procedures which must be submitted to and approved by Mortgagee, and such Award shall be disbursed in the same manner as is hereinabove provided for the application of insurance proceeds, provided that any surplus after payment of such costs shall be applied on account of the Indebtedness Hereby Secured. If the Award is not applied for reimbursement of such restoration costs,

the Award shall be applied against the Indebtedness Hereby Secured, in such order or manner as Mortgagee shall elect.

12. Assignment of Rents, Leases and Profits. To further secure the Indebtedness Hereby Secured, Mortgagor hereby sells, assigns and transfers unto Mortgagee all of the rents, Leases, issues and profits now due and which may hereafter become due under or by virtue of any Leases which may have been heretofore or may be hereafter made or agreed to by Mortgagor or the beneficiary or beneficiaries of Mortgagor or the agents of any of them or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and all avails thereunder, to Mortgagee. Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Paragraph 19 hereof. Mortgagor further agrees to assign and transfer to Mortgagee all future Leases upon all or any part of the Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time require. Although it is the intention of the parties that the assignment contained in this Paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Paragraph until a Default shall exist under this Mortgage. In the event Mortgagee requires that Mortgagor execute and record a separate Collateral Assignment of Rents or separate assignments of any of the Leases to Mortgagee, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Mortgage and the terms thereof.

13. Observance of Lease Assignment. This paragraph is intentionally omitted.

14. Mortgagee's Performance of Mortgagor's Obligations. In case of Default, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee. Mortgagee may, but shall not be required to, complete any unfinished construction, furnishing and equipping of the Improvements and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and useable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith (including attorney's fees), and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and useable for their intended purpose shall be so much additional Indebtedness Hereby Secured, whether or not the Indebtedness Hereby Secured, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due and payable on demand. Inaction of Mortgagee shall never be considered as a

waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Mortgagee of its rights hereunder prevent any default from constituting a Default. Mortgagee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiring as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate. Nothing contained herein shall be construed to require Mortgagee to advance or expend monies for any purpose mentioned herein, or for any other purpose.

15. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) any and all sums at any time on deposit for the benefit of Mortgagee or held by the Mortgagee (whether deposited by or on behalf of the Mortgagor or anyone else) pursuant to any of the provisions of the Mortgage or the Loan Agreement and (ii) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), (which property is hereinafter referred to as "Personal Property") and all replacements of such Personal Property, substitutions for such Personal Property, additions to such Personal Property, and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein is hereby assigned to the Mortgagee, all to secure payment of the Indebtedness Hereby Secured. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises.

16. Restrictions on Transfer. Mortgagor shall not, without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) (a) of the Premises, (b) of the beneficial interest of any Land Trustee Mortgagor, (c) of the stock of any Corporate Mortgagor, or (d) of the partnership interest of any partner of a Partnership Mortgagor, or as to the foregoing, any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral; in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 16 shall not apply (i) to liens securing the Indebtedness Hereby Secured, or (ii) to the lien of current Taxes and assessments not in default.

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17. Defaults. If one or more of the following events (herein called "Defaults") shall occur:

(a) If any Default be made in the due and punctual payment of monies required under the Agreement, Credit or Note, under this Mortgage or under any Loan Agreement. As and when the same is due and payable and any applicable period of grace expressly allowed for the cure of such Default in such document shall have expired;

(b) If any Default shall exist under any other document or instrument regulating, evidencing, securing or guaranteeing any of the Indebtedness Hereby Secured including, but not limited to, any Loan Agreement or Loan Document, in each case after the expiration of any period of grace expressly allowed for the cure of such Default in such other document or instrument;

(c) The occurrence of a prohibited transfer under Paragraph 16 hereof;

(d) If Default shall continue for thirty (30) days after notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or condition herein contained and provided Mortgagor, prior to the expiration of said thirty (30) days, has not commenced to eliminate the cause of such Default and has not proceeded diligently and with reasonable dispatch to take all steps and do all work required to cure such Default;

(e) If (and for the purpose of this Subparagraph 17(e) only, the term Mortgagor shall mean and include not only Mortgagor, but also any beneficiary of a trustee Mortgagor, any general partner in a partnership Mortgagor or in a partnership which is a beneficiary of a trustee Mortgagor and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Indebtedness Hereby Secured or any of the covenants or agreements contained herein;

(i) Mortgagor shall file a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect;

(ii) Mortgagor shall file an answer or other pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;

(iii) Within sixty (60) days after the filing against Mortgagor of any involuntary proceeding under the Federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect, such proceedings shall not have been vacated;

(iv) All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty (60) days;

(v) Mortgagor shall be adjudicated a bankrupt;

(vi) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its

inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises; or

(vii) Any order appointing a receiver, trustee or liquidator of Mortgagor is not vacated within sixty (60) days following the entry thereof;

then Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Mortgagee hereunder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable with interest thereon at the Default Rate, whether or not such Default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Note, any Loan Agreement or by law or in equity or any other document or instrument regulating, evidencing, securing or guaranteeing any of the Indebtedness Hereby Secured.

18. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in accordance with the laws of the State in which the Premises are located and to exercise any other remedies of Mortgagee provided in the Note, this Mortgage, any Loan Agreement, or which Mortgagee may have at law, in equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee (including attorney's fees) for appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagor.

19. Right of Possession. Upon the filing of a complaint to foreclose this Mortgage, or at any time thereafter, Mortgagor shall, forthwith 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, records, papers, and accounts of Mortgagor or the then owner of the Premises relating thereto, and may exclude Mortgagor, such owner, and any agents and servants thereof, wholly therefrom and may, on behalf of Mortgagor or such owner, or in its own name as Mortgagee and under the powers herein granted:

(a) hold, operate, manage, and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Premises, including, without limitation, actions for

recovery of rent, actions in forcible detainer, and actions in distress for rent;

(b) cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Mortgagor to cancel the same;

(c) elect to disaffirm any Lease or sublease of all or any part of the Premises made subsequent to this Mortgage without Mortgagee's prior written consent;

(d) extend or modify any then existing Leases and make new Leases of all or any part of the Premises, which extensions, modifications, and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness Hereby Secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(e) 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 and reinsure the Property and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

(f) apply the net income to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured, in such order and manner as Mortgagee shall select.

Nothing contained in this Mortgage shall be construed to allow Mortgagee to operate Jerry Biggers Chevrolet, Inc.

20. Receiver. Upon the filing of a complaint to foreclosure this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any Tax, special assessment, or other lien which may be or become superior to the lien hereof or of

such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

21. Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 18 hereof; second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; third, to interest remaining unpaid upon the Note; fourth, to the principal remaining unpaid upon the Note; and lastly, any overplus to Mortgagor, and its successors or assigns, as their rights may appear. In the event of any foreclosure sale of said Premises, the same may be sold in one or more parcels. In addition, Mortgagee may be the purchaser at any foreclosure sale of the Premises or any part thereof.

22. Insurance During Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, as aforesaid, 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. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redemptor may cause the preceding loss clause attached to each casualty Insurance Policy to be cancelled and a new loss payable clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all Insurance Policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the Insurance Policies without credit or allowance to Mortgagor for prepaid Premiums thereon.

23. Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, or claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, 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, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to

the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law.

24. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee. The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Default or acquiescence therein.

25. Successors and Assigns.

A. Holder of the Note. This Mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon 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 Mortgagee and its successors and assigns. Wherever herein 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; and each such holder from time to time of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce each and all of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder of the Note from time to time were herein by name specifically granted such rights, privileges, powers, options and benefits, and were herein by name designated Mortgagee.

B. Covenants Run With Land; Successor Owners. All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. In the event that the ownership of the Premises or any portion thereof becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor without in any way releasing or discharging Mortgagor from its obligations hereunder. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer, or change of ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 16 hereof.

26. Effect of Extensions and Amendments. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security or guarantees therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify, extend or release the Note, this Mortgage or any other

document or instrument evidencing, securing or guaranteeing the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

27. Future Advances. This Mortgage also secures the payment of and includes all future or further advances as shall be made at all times, regardless of whether loan proceeds have been disbursed, by the Mortgagee herein or its successors or assigns, to and for the benefit of the Mortgagor, its heirs, personal representatives, or assigns, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of Indebtedness Hereby Secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed two hundred per cent (200%) of the amount of the Credit, together with interest thereon and any and all disbursements made by the Mortgagee for the payment of Taxes, or insurance on the Premises covered by the lien of this Mortgage and for reasonable attorney's fees, loan commissions, service charges, liquidated damages, expenses and court costs incurred in the collection of any or all of such sums of money. Such further or future advances shall be wholly optional with the Mortgagee and the same shall bear interest at the same rate as specified in the Note referred to herein, unless said interest rate shall be modified by subsequent agreement.

28. Execution of Separate Security Agreements, Financing Statements, Etc.; Estoppel Letter. Mortgagor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Mortgagee shall require for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. From time to time, Mortgagor will furnish within five (5) days after Mortgagee's request a written and duly acknowledged statement of the amount due under the Note and under this Mortgage and whether any alleged offsets or defenses exist against the Indebtedness Hereby Secured.

29. Subrogation. If any part of the Indebtedness Hereby Secured is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

30. Option to Subordinate. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any Award in condemnation) to any and all Leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

31. Governing Law. The place of negotiation, execution, and delivery of this Mortgage and the location of the Property being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State.

32. Business Loan. This paragraph is intentionally omitted.

33. Inspection of Premises and Records. Mortgagee and its representatives and agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and, within ten (10) days after demand therefor by Mortgagee, permit Mortgagee or its agents to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices at the address hereinafter identified or at such other location as may be mutually agreed upon.

34. Financial Statements. This paragraph is intentionally omitted. See Agreement for provisions regarding supplying Financial Statements.

35. Time of the Essence. Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the Indebtedness Hereby Secured.

36. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

37. Notices. Any notice, demand or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the second business day after being deposited in the United States mail, registered or certified, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

(a) If to Mortgagee:

The First National Bank of Elgin
6 Fountain Square Plaza
Elgin, Illinois 60120
Attention: Senior Commercial Loan Officer

(b) If to Mortgagor:

Mr. Leo Leichter
1980 Golfview Drive
Elgin, Illinois 60123

Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Mortgagee by this Mortgage is not required to be given.

38. Trustee's Exculpatory Clause. This Mortgage is executed by the undersigned Trustee, 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 in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee

personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied, herein contained, or with regard to any warranty contained in this Mortgage except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Mortgage or Mortgagee's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the Indebtedness Hereby Secured out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagor under any other document or instrument evidencing, securing or guaranteeing the Indebtedness Hereby Secured. THIS MORTGAGE IS ALSO EXECUTED BY LEO LEICHTER, INDIVIDUALLY AND THE FOREGOING EXCULPATORY LANGUAGE SHALL IN NO WISE APPLY TO SAID LEO LEICHTER NOR SHALL IN ANY WAY LIMIT HIS PERSONAL LIABILITY HEREUNDER.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

MORTGAGOR:

AMERICAN NATIONAL BANK OF ELGIN, formerly known as THE ELGIN NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 666

By: Steven Rentz

Title: TRUST OFFICER

ATTEST:

Judy Lee Valerlen

Title: Vice President and Cashier

Leo Leichter

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leo Leichter, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal, this 16th day of November, 1987.

Diana S. Larson
Notary Public

My commission expires: 8/3/90

OFFICIAL SEAL
DIANA S. LARSON
NOTARY PUBLIC, STATE OF ILLINOIS
Commission Expires Aug. 3, 1990

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that STEVEN RENTON of American National Bank of Elgin formerly known as The Elgin National Bank, Elgin, Illinois, a national banking association, and Judy Lee Scherlin _____, _____ of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President and Cashier respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Vice President and Cashier did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of December, 1987.

Karen L. DeBack
Notary Public

OFFICIAL SEAL
KAREN L. DeBACK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 8/20/1989

Expires August 20 1989

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PARCEL 1

A TRACT OF LAND DESCRIBED AS FOLLOWS: PART OF LOTS A AND C IN SECTION 20, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT FILED WITH THE COMMISSIONERS REPORT IN CASE NUMBER 19700 CIRCUIT COURT OF COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 1803.07 FEET TO THE EASTERLY LINE OF PUBLIC SERVICE COMPANY RIGHT OF WAY CONVEYED BY DOCUMENT 9373888; THENCE SOUTH 04 DEGREES 19 MINUTES WEST ALONG THE EASTERLY LINE OF SAID PUBLIC SERVICE COMPANY RIGHT OF WAY, 139.4 FEET TO THE SOUTHERLY LINE OF STATE ROUTE NUMBER 19 AS DEDICATED BY DOCUMENT 11200329 FOR THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 10 MINUTES EAST ALONG THE SOUTHERLY LINE OF STATE ROUTE NUMBER 19, 216.2 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE, BEING ALONG A CURVE TO THE RIGHT THAT IS TANGENT TO THE LAST DESCRIBED COURSE, 253.44 FEET; THENCE SOUTH 06 DEGREES 59 MINUTES WEST, 2502.68 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT "C" AS AFORESAID, THAT IS 346.6 FEET EASTERLY (MEASURED ALONG SAID SOUTHERLY LINE) FROM THE EASTERLY LINE OF THE PUBLIC SERVICE COMPANY RIGHT OF WAY, AS CONVEYED BY DOCUMENT 9373888; THENCE NORTH 82 DEGREES 52 MINUTES WEST ALONG SAID SOUTHERLY LINE, 346.6 FEET TO THE SAID PUBLIC SERVICE COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT NUMBER 9373888; THENCE NORTH 04 DEGREES 19 MINUTES EAST ALONG THE EASTERLY LINE OF SAID PUBLIC SERVICE COMPANY RIGHT OF WAY, 2402.9 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY DEED RECORD DECEMBER 27, 1962 AS DOCUMENT 18682755; THAT PART CONVEYED TO ELGIN MIDLAND CORPORATION BY DEED RECORDED APRIL 26, 1966 AS DOCUMENT 19807724, AND THAT PART CONVEYED TO THE LAKELAND PIPELINE COMPANY, INCORPORATED BY DEED RECORDED NOVEMBER 22, 1968 AS DOCUMENT 20684453, ALSO EXCEPTING THEREFROM THAT PART LYING SOUTHERLY OF A LINE THAT IS PARALLEL WITH THE NORTH LINE AND 490.14 FEET NORTHERLY OF (MEASURED ALONG THE EAST LINE EXTENDED NORTHERLY) THE NORTH EAST CORNER OF THAT PART CONVEYED TO ELGIN MIDLAND CORPORATION, AS AFORESAID, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2

THAT PART OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LOVELL ROAD WITH THE SOUTH LINE OF STATE ROUTE NUMBER 19; THENCE SOUTH 07 DEGREES 20 MINUTES 00 SECONDS WEST, ALONG SAID CENTER LINE, A DISTANCE OF 1023.36 FEET; THENCE NORTH 82 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 151.97 FEET; THENCE NORTHWESTERLY AND NORTHERLY, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 348.0 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 531.48 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE LAST DESCRIBED CURVE, A DISTANCE OF 40.09 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2003.0 FEET AND BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 525.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE NUMBER 19; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1791.60 FEET, A DISTANCE OF 460.27 FEET; THENCE SOUTH 07 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 499.22 FEET TO A LINE THAT BEARS NORTH 78 DEGREES 33 MINUTES 35 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 78 DEGREES 33 MINUTES 35 SECONDS EAST, A DISTANCE OF 489.34 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF FALLING IN LEHMAN ROAD), IN COOK COUNTY, ILLINOIS

PARCEL 3

THAT PART OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF STATE ROUTE NUMBER 19 WITH THE CENTER LINE OF LOVELL ROAD; THENCE SOUTH 07 DEGREES 20 MINUTES WEST ALONG SAID CENTER LINE, A DISTANCE OF 1023.36 FEET FOR THE

POINT OF BEGINNING; THENCE CONTINUING SOUTH 07 DEGREES 20 MINUTES WEST ALONG SAID CENTER LINE, A DISTANCE OF 268.57 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 04 DEGREES 00 MINUTES WEST ALONG SAID CENTER LINE, A DISTANCE OF 229.58 FEET; THENCE NORTH 86 DEGREES 33 MINUTES WEST A DISTANCE OF 1001.22 FEET; THENCE NORTH 07 DEGREES 13 MINUTES EAST A DISTANCE OF 933.80 FEET TO A POINT 499.22 FEET SOUTH OF THE SOUTH LINE OF STATE ROUTE 19; THENCE SOUTH 78 DEGREES 33 MINUTES 35 SECONDS EAST A DISTANCE OF 489.34 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 348.0 FEET AND TANGENT TO A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 571.57 FEET; THENCE SOUTH 82 DEGREES 40 MINUTES EAST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 151.97 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF FALLING IN LEHMAN ROAD) IN COOK COUNTY, ILLINOIS

PARCEL 4

THAT PART OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF STATE ROUTE NUMBER 19 WITH THE CENTER LINE OF LOVELL ROAD; THENCE SOUTH 07 DEGREES 20 MINUTES WEST ALONG SAID CENTER LINE, A DISTANCE OF 1023.36 FEET; THENCE NORTH 82 DEGREES 40 MINUTES WEST, A DISTANCE OF 151.97 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 348.00 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 571.57 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2003.0 FEET AND BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 525.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE NUMBER 19; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1795.23 FEET, A DISTANCE OF 90.89 FEET; THENCE NORTH 83 DEGREES 32 MINUTES EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 454.51 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF FALLING IN LEHMAN ROAD), IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 06-20-101-009-0000 - Parcel 4
06-20-101-010-0000 - Parcel 2
06-20-101-011-0000 - Parcel 3
06-20-101-012-0000 - Parcel 3
06-20-102-018-0000 - Parcel 1

Common Address:
1385 East Chicago St., Elgin, IL 60120 Parcels 2, 3 + 4
Chicago St., Elgin, IL 60120 Parcel 1