

# UNOFFICIAL COPY

88569817

BOX 333 - GG

COOK COUNTY, ILLINOIS  
THIS INSTRUMENT PREPARED BY AND FOR RECORD THIS SPACE FOR RECORDER  
PLEASE RETURN TO:  
ROBERT J. KRULL, ESQ. 1988 DEC - 9 PM 2: 59 88569817  
100 WEST MONROE STREET #1100  
CHICAGO, ILLINOIS 60603

COMMONLY KNOWN AS:

P.I.N.:

REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS

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THIS INSTRUMENT is a Real Estate Mortgage and Assignment of Rents made and delivered by Lincoln Park Land Limited Partnership, an Illinois limited partnership, to LaSalle National Bank, a national banking association, (herein, together with its successors and assigns, called the "Mortgagee").

WHEREAS, Mortgagor and certain other parties concurrently herewith, executed and delivered to the Mortgagee an Acquisition Construction Loan Agreement ("Loan Agreement"), pursuant to which Mortgagor executed and delivered to Mortgagee a promissory note in the principal sum of One Million (\$1,000,000) Dollars dated the date hereof ("Note"), bearing interest and payable in the amounts and at the times set forth and otherwise in the form attached hereto as Exhibit A made part hereof; and

WHEREAS, the indebtedness evidenced by the Note, the undertakings by Mortgagor in this instrument and the Loan Agreement, pursuant to which this Mortgage and the Note are executed, and any and all other sums which may be at any time due or owing or required to be paid as herein, or in the Loan Agreement or in the Note provided, are herein called the "Secured Indebtedness."

NOW, THEREFORE:

To secure the payment and performance of all Secured Indebtedness and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged by the Mortgagor, Mortgagor does hereby CONVEY and MORTGAGE unto Mortgagee the Real Estate (herein together with the property mentioned in the next succeeding paragraphs hereto sometimes called the "Premises") described in Exhibit B attached hereto and made a part hereof.

TOGETHER with and including within the term "Premises", any and all equipment, personal property, improvements, tenements, buildings, structures, easements, fixtures, privileges, reservations, allowances, hereditaments, appurtenances now or hereafter thereunto belonging or pertaining, any and all rights and estates in reversion or remainder, all rights of Mortgagor in or to adjacent sidewalks, alleys, streets and vaults, and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of and/or used in connection with the Real Estate and/or the operation and convenience of the buildings and improvements located thereon, including (by way of enumeration but without limitation) all equipment used or useful in the operation of the Real Estate or improvements thereon or furnished by Mortgagor to tenants thereof; all building materials located at the Real Estate and intended to be incorporated in improvements now or hereafter to be constructed thereon, whether or not incorporated therein; all fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal,

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refrigeration and ventilation, and all floor coverings, screens, storm windows, blinds, awnings; in each case now or hereafter placed in, on or at the Premises. The enumeration of any specific articles of property shall not exclude or be held to exclude any items of property not specifically enumerated.

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom; and all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether real, personal or mixed, and whether or not affixed or annexed to the Real Estate are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Real Estate and to be appropriated to the use of the Real Estate and for the purposes hereof shall be deemed to be real estate and part of the Premises mortgaged and warranted hereby.

TO HAVE AND TO HOLD the Premises hereby mortgaged and warranted or intended so to be, together with the rents, issues and profits thereof, unto Mortgagee forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived), for the uses and purposes herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the Secured Indebtedness, or the breach of any covenant or agreement herein contained, or upon the occurrence of any Event of Default as hereinafter defined.

THIS MORTGAGE IS GIVEN to secure the Secured Indebtedness, and secures presently existing Secured Indebtedness and future Secured Indebtedness as they arise within twenty years from the date hereof, to the same extent as if such future Secured Indebtedness arose on the date of the execution of this Mortgage, although there may be no Secured Indebtedness at the time of the execution of the Mortgage, and although the amount and character of the Secured Indebtedness may vary during the term of this Mortgage. The lien of this Mortgage shall be valid as to all Secured Indebtedness, including future Secured Indebtedness, from the time it is recorded with the Recorder of Deeds of Cook County, Illinois. The total amount of Secured Indebtedness may increase or decrease from time to time, and the character of the Secured Indebtedness may vary, but the total Secured Indebtedness at any one time outstanding shall not exceed the credit limit set forth in the note, plus interest, and any disbursements which the Mortgagee may make under this Mortgage, the Loan Agreement or any other loan documents, and interest on such disbursements (all such indebtedness being referred to as the "maximum amount secured"). This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes levied on the real estate, to the extent of the maximum amount secured.

PROVIDED, that if all Secured Indebtedness shall be duly and punctually paid and all terms, provisions, conditions and agreements herein contained on the part of Mortgagor to be performed or observed shall be strictly performed and observed, then this Mortgage and the estate, right and interest of Mortgagee in the Premises shall cease and be of no effect.

AND IT IS FURTHER AGREED THAT:

1. Payment of Indebtedness. Mortgagor will promptly pay the principal and interest on the Note, and pay and perform all other Secured Indebtedness, as the same become due.
2. Maintenance, Repair, Restoration, Prior Liens, Parking, Etc. Mortgagor will (a) promptly construct, repair, restore and rebuild the buildings now on the Premises pursuant to the Loan

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Agreement, and shall thereafter promptly construct, repair, restore and rebuild any buildings or improvements now or hereafter on the Premises 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, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay, when due, any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete, within a reasonable time, any building or buildings now or at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises, except as provided in the Loan Agreement and except as required by law or municipal ordinance without Mortgagee's prior written consent, which such consent shall not be unreasonably withheld; (g) pay all operating costs of the Premises; (h) not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent and (i) provide, improve, grade, surface and thereafter maintain, clean and repair any sidewalks, aisles, streets, driveways and sidewalk cuts and paved areas for parking, and for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and reserve and use all such areas solely and exclusively for the purpose of providing parking, ingress and egress for tenants or invitees of tenants of the Premises; and Mortgagor will not reduce, build upon, obstruct, redesignate or relocate any such areas or rights-of-way or lease or grant any rights to use the same to any person except tenants and invitees of tenants of the Premises without prior written consent of Mortgagee.

3. Taxes. Mortgagor will pay when due 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 (all herein generally called "Taxes"), assessed against or applicable to the Premises or any interest therein, or the Secured Indebtedness and Mortgagor will, furnish to Mortgagee duplicate receipts therefor. Mortgagor will pay in full, under protest, in the manner provided by statute, any Taxes which Mortgagor may desire to contest. However, if deferment of payment is required to conduct any contest or review, Mortgagor shall deposit the full amount thereof, together with an amount equal to the interest and penalties during the period of contest (as estimated by Mortgagee), with Mortgagee. In any event, Mortgagor shall (and if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to, and for the purpose may use the monies deposited as aforesaid) pay all Taxes, notwithstanding such contest, if in the opinion of Mortgagee, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed. In the event any law or court decree has the effect of deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the Taxes or liens herein required to be paid by 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 or the Secured Indebtedness or the holder thereof, then, and in any such event, Mortgagor upon demand by Mortgagee, will pay such Taxes, or reimburse Mortgagee therefore, to the extent that such tax is a substitute for general real estate taxes as now imposed. Nothing herein contained shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises, and then only in an amount computed as if Mortgagee derived no income from any source other than its interest hereunder.

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4. Insurance Coverage. Mortgagor will keep insured all buildings and improvements on the Premises against such risks, perils and hazards as Mortgagee may from time to time require, including:

(a) Insurance against loss by fire and risks covered by the so-called extended coverage endorsement, in such limits as Mortgagor shall desire not less than the full insurable value thereof;

(b) Rent interruption insurance shall be provided with limits equal to Mortgagor's projected rent roll upon completion. After the building shall have been fully rented, such insurance shall be provided in limits equal to the building's gross rent rolls, as determined from leases in effect;

(c) Public liability insurance against bodily injury, death and property damage with such limits as Mortgagee may require, and

(d) Steam boiler, machinery and other insurance of the types and in amounts as Mortgagee may require.

(e) If the Premises or any part thereof are in an area designated by the Federal Emergency Management Agency (or any successor thereto) as an area of special flood hazard for purposes of the National Flood Insurance Program, such policies of flood insurance as Mortgagee shall request, so as to enable Mortgagee to be in compliance with all regulatory requirements with respect to flood insurance coverage for the Premises from time to time applicable to Mortgagee.

5. Insurance Policies. All policies of insurance herein required shall be in forms, companies and amounts reasonably satisfactory to Mortgagee. All policies of casualty insurance shall have mortgage clauses or endorsements in favor of and with loss payable to Mortgagee. The Mortgagor will deliver all policies, including additional and renewal policies to Mortgagee. In case of insurance policies about to expire, Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration. All policies shall provide that such insurance shall not be cancelled, modified or terminated without thirty (30) days prior written notice to Mortgagee.

6. Deposits for Real Estate Taxes and Insurance Premiums. To assure payment of Real Estate Taxes and insurance premiums payable with respect to the Premises as and when the same shall become due and payable:

(a) The Mortgagor shall deposit with Mortgagee at the time of the disbursement of the proceeds of the Note:

(i) An amount equal to one-twelfth of such Taxes due multiplied by the number of months elapsed between the date on which the most recent installment for such taxes was required to be paid and the date of such first deposit.

(ii) An amount equal to one-twelfth of such annual insurance premiums multiplied by the number of months elapsed between the date premiums on each policy were last paid to and the date of such first deposit;

(b) Mortgagor shall deposit with Mortgagee concurrently with each monthly installment of interest pursuant to the Note an amount equal to one-twelfth of the Taxes and one-twelfth of the insurance premiums;

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(c) The amount of such deposits ("Tax and Insurance Deposits") shall be based upon the most recently available bills therefor.

(d) Monthly Tax and Insurance Deposits, together with monthly payments of interest shall be paid in a single payment each month, to be applied to the following items in the following order:

- (i) Tax and Insurance Deposits;
- (ii) Secured Indebtedness other than principal and interest on the Note;
- (iii) Interest on the Note;
- (iv) Amortization of the principal balance of the Note.

(e) Mortgagee will, out of Tax and Insurance Deposits, upon the presentation by Mortgagor of bills therefor, pay insurance premiums and Taxes or, upon presentation of receipted bills reimburse Mortgagor for such payments. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and insurance premiums when due, Mortgagor shall deposit with Mortgagee any amount necessary to make up the deficiency. If the total of such Deposits exceed the amount required to pay Taxes and insurance premiums, such excess shall be credited on subsequent deposits to be made for such items.

(f) If an Event of Default, as hereafter defined, in any of the provisions of this Mortgage, the Loan Agreement or the Note, Mortgagee may, without being required so to do, apply Tax and Insurance Deposits on any Secured Indebtedness, in such order and manner as Mortgagee may elect. When the Secured Indebtedness has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Mortgagor. Mortgagor hereby grants to Mortgagee a security interest in and to all Tax and Insurance Deposits which are hereby pledged as additional security for Secured Indebtedness, and shall not be subject to the direction or control of Mortgagor.

(g) Mortgagee shall not be liable for any failure to apply any amounts deposited to the payment of Taxes and insurance premiums unless Mortgagor, while no default exists hereunder, shall have presented to Mortgagee the appropriate tax bills and insurance premium bills for the payment of which such Deposits were made.

Mortgagee shall deposit such tax and insurance deposits in a so-called Money Market Account, or a reasonably equivalent account, and the interest earned thereon shall inure to the benefit of Mortgagor.

7. Proceeds of Insurance. Mortgagor will promptly give Mortgagee notice of damage or destruction of the Premises, and:

(a) In case of loss covered by policies of insurance, Mortgagee with the consent of Mortgagor (or, after entry of decree of foreclosure, the Purchaser at the foreclosure sale or decree creditor without the consent of Mortgagor) is hereby authorized, at its option (i) to settle and adjust any claim, or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. Mortgagor may itself adjust losses aggregating not in excess of Twenty-Five Thousand (\$25,000) Dollars. In any case Mortgagee is hereby authorized to collect and receipt for any such insurance proceeds. Expenses incurred by Mortgagee in adjustment and collection of insurance proceeds shall be additional Secured Indebtedness, and shall be reimbursed to Mortgagee upon demand.

(b) In the event of any insured damage or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and:

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(i) If in the reasonable judgment of Mortgagee the Premises can be restored to an economic unit not less valuable than prior to the Insured Casualty, and adequately securing the outstanding balance of the Secured Indebtedness, or

(ii) If under the terms of any lease which may be prior to this Mortgage Mortgagor is obligated to restore, repair, replace or rebuild the Premises and such Insured Casualty does not result in cancellation or termination of such lease or leases and the insurers do not deny liability to the insureds, then, if no Event of Default as hereinafter defined shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises as provided in Section 8, and Mortgagor covenants and agrees to forthwith commence and diligently prosecute such restoring, repairing, replacing or rebuilding. Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance.

(c) Except as provided in Subsection (b) of this Section 7, Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon Secured Indebtedness, in such order or manner as Mortgagee may elect. If so applied to the payment of the Note, no prepayment penalty or premium shall be charged.

(d) In the event proceeds of insurance shall be made available to Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, Mortgagor 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 Mortgagee.

8. Disbursement of Insurance Proceeds. If Mortgagor is entitled to reimbursement out of insurance proceeds held by Mortgagee, such proceeds shall be disbursed from time to time upon Mortgagee being furnished with (i) satisfactory evidence of the cost of completion of restoration, repair, replacement and rebuilding, (ii) funds sufficient, in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding, and (iii) with such architect's certificates, waivers of lien, contractor's sworn statements and other evidences of cost and payment as the Mortgagee may reasonably require and approve. Mortgagee may require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and be approved by the Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement or rebuilding shall exceed ninety (90%) percent of the value of the labor and material for work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagor for the purpose, shall be at least sufficient, in the reasonable judgment of Mortgagee, to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Mortgagee shall deposit such proceeds in a so-called Money Market Account, or a reasonably equivalent account, and the interest earned thereon shall inure to the benefit of Mortgagor.

9. Condemnation. Should the Premises or any part thereof be taken or damaged by reason of any public improvements or condemnation proceedings or under the exercise of the power of eminent domain or sold under threat of condemnation, the entire proceeds of any award or any claim for damages or any portion of the Premises taken or damaged shall be immediately paid to Lender.

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If, in the Lender's sole judgment, the building cannot be restored and the improvements completed prior to the due date of the Note secured hereby (or any permitted extensions thereof) or in the event in Lender's judgment the total funds so collected from any such award or settlement are deemed insufficient to pay for the restoration of the improvements or the repair of the damage, or in the event in Lender's judgment the property so taken results in an impairment of Lender's security, Lender shall have the right to apply all such proceeds to the payment of the Secured Indebtedness after deducting therefrom all expenses and fees of collection, and Lender shall pay all excess proceeds to Mortgagor. In the event the proceeds described above shall be insufficient to pay Lender the then existing indebtedness, together with all accrued interest, fees, charges and reimbursements, Lender may, at its election, declare the unpaid balances to be immediately due and payable and Lender may treat the same as in the case of any other default hereunder. In the event, in Lender's judgment, the Premises can be restored in a reasonable time, the aforesaid taking does not involve an adverse affect upon Lender's security and the funds received from any such taking (either alone or with additional funds deposited by Borrower) are, in Lender's judgment, sufficient to pay the costs of such restoration then such funds will be made payable for disbursement to contractors, subcontractors and materialmen on the same basis and in the same manner as provided in the Loan Agreement for construction disbursements; provided, however, that any funds in excess of that required for any such restoration shall be immediately applied by Lender in reduction of the indebtedness. Mortgagee shall deposit such proceeds in a so-called Money Market Account, or a reasonably equivalent account, and the interest earned thereon shall inure to the benefit of Mortgagor.

10. Stamp Tax. If any tax is due or becomes due in respect of the issuance of the Note, Mortgagor shall pay such tax in the manner required by such law.

11. Prepayment Privilege. Mortgagor may prepay the principal of the Note at the times and in the manner set forth in the Note.

12. Effect of Extensions of Time, Amendments on Junior Liens and Others. If payment of the Secured Indebtedness, or any part thereof, be extended or varied, or if any part of the security 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 junior mortgage, or other lien upon the Premises or any interest therein, shall be subject to the rights of Mortgagee to amend, modify and supplement this Mortgage, the Note and the Assignment hereinafter referred to, and to extend the maturity of the Secured Indebtedness, 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.

13. Mortgagee's Performance of Mortgagor's Obligations. In case of an Event of Default, Mortgagee, either before or after acceleration of the Secured Indebtedness 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 in any form and manner deemed expedient to Mortgagee; and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any, and pay, 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, or contest any tax or assessment, and may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the Premises and rent, operate

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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 and Improvements shall be operational and usable. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys fees and monies advanced to protect the Premises and the lien hereof, shall be so much additional Secured Indebtedness, whether or not they exceed the amount of the Note, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate specified in the Note (herein called the "Default Rate"). 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. Mortgagee, in making any payment hereby authorized (a) relating to taxes and assessments, 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 other prior lien, may do so without inquiry 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 Improvements or 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 and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

14. Inspection of Premises. Mortgagee may inspect the Premises at all reasonable times, and shall have access thereto permitted for that purpose.

15. Restrictions on Transfer. It shall be an immediate Event of Default and default hereunder if, without the prior written consent of Mortgagee any of the following shall occur:

(a) Mortgagor shall create, effect, contract to or consent to or shall suffer or permit any conveyance or sale, or alienation of the Premises or any part thereof, or interest therein, excepting only leases in the ordinary course of business and sales or other dispositions of any equipment or machinery constituting part of the Premises no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such obsolete machinery or equipment has been replaced by machinery and equipment, subject to the first and prior lien hereof, of at least equal value and utility;

(b) If any part of the partnership interests in Mortgagor shall be sold, assigned or transferred, or contracted to be sold, assigned or transferred without the prior written consent of Mortgagee;

in each case whether any such conveyance, sale, assignment or transfer is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section shall not apply (i) to liens securing Secured Indebtedness, or (ii) to the lien of current taxes and assessments not in default, or (iii) to assignments of all or any part of their interests as partners to other existing partners of the Partnership, or (iv) transfers by operation of law resulting from the death of any partner.

16. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

(a) If default be made for 15 days in the payment of any installment or principal or interest of the Note, or if default be made for 15 days in the making of any other payment of monies required to be made hereunder or under the Note; or



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(b) If an Event of Default pursuant to Section 15 hereof shall occur and be continuing; or

(c) If (and for the purpose of this Section the term Mortgagor includes a beneficiary of Mortgagor and each person who, as co-maker, guarantor or otherwise is, shall be or become liable for or obligated upon all or any part of the Note or the Secured Indebtedness):

(i) Mortgagor shall file a petition in voluntary bankruptcy under any Federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect, or

(ii) Mortgagor shall file an answer or otherwise in writing admit insolvency or inability to pay its debts, or

(iii) Within sixty (60) days after the filing against Mortgagor of any involuntary proceedings under such Bankruptcy Act or similar law, such proceedings shall not have been vacated or stayed, or

(iv) Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the Mortgagor or for all or a major part of Mortgagor's property or the Premises, or any court shall take jurisdiction of all or the major part of Mortgagor's property or the Premises in any involuntary proceedings for the reorganization, dissolution, liquidation or winding up of Mortgagor, and such trustee or receiver shall not be discharged or jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days, or

(v) 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

(d) If any other Event of Default shall continue for 20 days after notice thereof by Mortgagee to Mortgagor (subject to any extensions provided for in the document defining the Event of Default) in the due and punctual performance or observance of any other agreement or condition herein or in the Loan Agreement or Note contained; or

(e) If the Premises shall be abandoned;

then Mortgagee is authorized and empowered, at its option, without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to declare, without further notice all Secured Indebtedness immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage and to exercise any right, power or remedy provided by this Mortgage, the Loan Agreement, the Note or by law or in equity.

17. Foreclosure. When the Secured Indebtedness, or any part thereof, shall become due, by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title to prosecute such suit or to evidence to bidders at sales which may be had

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pursuant to such decree the true conditions of the title to or value of the Premises. All expenditures and expenses in this Section mentioned, and expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Loan Agreement, the Note or the Premises, including bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate as forth in the Note.

18. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court may appoint a receiver of the Premises. Such appointment may be made before or after sale, without notice, without regard to solvency or insolvency of Mortgagor 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 or any holder of the Note 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 a 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 the Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits and 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 his hands in payment in whole or in part of:

(a) The Secured indebtedness or the indebtedness secured by any 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.

19. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policies, if not applied in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure and any balance 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 decree creditor may cause a new loss clause to be attached to each casualty insurance policy making the proceeds payable to decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, each successive redemtor may cause the preceding loss clause attached to each casualty insurance policy to be cancelled and a new loss clause to be attached thereto, making the proceeds thereunder payable to such redemtor. In the event of foreclosure sale, Mortgagee is 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 said insurance policies.

20. Waiver of Redemption Rights. Mortgagor 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 appraisal of the Premises, or any part thereof, prior to any any sale or sales thereof to be

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made pursuant to any provisions herein contained, or to 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. Mortgagor 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, excepting only decree or judgment creditors of Mortgagor acquiring any interest 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 law. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power and remedy as though no such law or laws have been made or enacted.

21. Assignment of Rents, Issues and Profits. Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits of the Premises, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to enter into leases for the Premises at rents not less than the current market rate for comparable space in the same community, collect such rents, issues and profits (but not more than two months in advance, including any security deposits) prior to or at any time there is not an Event of Default under this Mortgage, the Loan Agreement or the Note. The assignment of the rents, issues and profits of the Premises in this Section is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of an Event of Default hereunder.

22. Collection Upon Default. Upon any Event of Default Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Indebtedness, enter upon and take possession of the Premises, or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection or such rents, issues and profits, or the entering upon and taking possession of the Premises, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

23. Assignment of Leases. Mortgagor hereby assigns and transfers to Mortgagee as additional security for the payment of the Secured Indebtedness, all present and 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.

24. Mortgagee in Possession. Nothing shall be construed as constituting Mortgagee a mortgagee in possession in the absence of actual taking of possession of the Premises by Mortgagee.

25. Mortgagee's Right of Possession. In case of an Event of Default in any case in which under the provisions of this

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instrument Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof, personally or by its agents or attorneys. In such event Mortgagee in its discretion may, with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Mortgagor, and may exclude Mortgagor, its agents or servants wholly therefrom and may act as attorney-in-fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business thereof, either personally or by its agents, and 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 avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power:

(i) to cancel or terminate any lease or sublease for any cause or on any grounds that would entitle Mortgagor to cancel the same, unless Mortgagee has delivered a non-disturbance agreement to any leasee or sublessees (which such non-disturbance agreements Mortgagee agrees to execute and deliver to tenants of Mortgagor, which tenants shall have entered into leases on terms and conditions and in form and content reasonably satisfactory to Mortgagee);

(ii) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof except to the extent proscribed by any non-disturbance agreement to which Mortgagee is a party;

(iii) to extend or modify any then existing leases and to make new leases, 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 Indebtedness Secured Hereby and beyond the date of 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 and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(iv) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious;

(v) to insure and reinsure the same and all risks incidental of Mortgagee's possession, operation and management thereof; and

(vi) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall and does hereby

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agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately upon demand. Upon request from time to time, and provided Mortgagor is not in default under this Mortgage, Mortgagee agrees to execute and deliver estoppel certificates.

26. Application of Income and Proceeds Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Sections 17, 21, 22 and 25 hereof shall have full power to use and apply the avails, rents, issues, profits and proceeds of the Premises to the payment of or on account of the following in such order as Mortgagee may determine:

(i) to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Mortgagee, make it readily saleable;

(iv) to the payment of any Secured Indebtedness or any deficiency which may result from any foreclosure sale.

27. Title in Mortgagor's Successors. If ownership of the Premises 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 Secured Indebtedness in the same manner as with Mortgagor. Mortgagor shall give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises. Nothing in this Section shall vary or negate the provisions of Section 15 hereof.

28. Rights Cumulative. Each right, power and remedy conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of 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 shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

29. Successors and Assigns. This Mortgage and each and every covenant, agreement and other provisions hereof shall be binding upon Mortgagor and its successors and assigns, including each and

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every from time to time record owner 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 of the Note, whether so expressed or not; and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name designated Mortgagee.

30. Provisions Severable. The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

31. Waiver of Defense. Actions for the enforcement of the lien or any provision hereof shall not be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note, and all such defenses are hereby waived by Mortgagor.

32. 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.

33. Addresses and Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the addresses hereafter set forth or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder, two (2) days after the mailing thereof:

IF TO MORTGAGEE: LaSalle National Bank  
135 South LaSalle Street  
Chicago, Illinois 60690  
Attn.: Real Estate Loan Dept.

IF TO MORTGAGOR: Lincoln Park Land Limited Partnership  
218 North Jefferson, Fourth Floor  
Chicago, Illinois 60606

with copies by first class mail to:

Mayer, Brown and Platt  
190 South LaSalle Street  
Chicago, Illinois 60603  
Attn.: John Gearen, Esq.

34. No Liability on Mortgagee. Notwithstanding anything contained herein, Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor, whether hereunder, under any of the leases affecting the Premises, under any contract relating to the Premises or otherwise, and Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which Mortgagee may incur under or with respect to any portion of the Premises or under or by reason of its exercise of rights hereunder; and any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any of the contracts, documents or instruments

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affecting any portion of the Premises or affecting any rights of the Mortgagor thereto. Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against Mortgagee in its exercise of the powers herein granted to it, and Mortgagor expressly waives and releases any such liability. Should Mortgagee incur any such liability, loss or damage under any of the leases affecting the Premises or under or by reason hereof, or in the defense of any claims or demands, Mortgagor agrees to reimburse Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

35. Mortgagor not a Joint Venturer or Partner. Mortgagor and Mortgagee acknowledge and agree that Mortgagee is not and in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgagor or any beneficiary of Mortgagor. Nor shall Mortgagee be deemed to be a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the indebtedness secured hereby, or otherwise.

36. E.P.A. Compliance. Mortgagor covenants that the buildings and other improvements constructed on, under or above the subject real estate will be used and maintained in accordance with the applicable E.P.A. regulations and the use of said buildings by Mortgagor, or Mortgagor's lessees, will not unduly or unreasonably pollute the atmosphere with smoke, fumes, noxious gases or particulate pollutants in violation of any such regulations; and in case Mortgagor (or said lessees) are served with notice of violation by any such E.P.A. Agency or other municipal body, that it will immediately cure such violations and abate whatever nuisance or violation is claimed or alleged to exist; provided, however, that there is reserved to Mortgagor the right to contest any such claim in good faith and with due diligence, during which contest any such claim in good faith and with due diligence, during which contest the Mortgagee may not declare that a default exists under this Mortgage because or in consequence of the alleged violation.

37. Maximum Amount Secured. Except as modified by a recorded instrument, the Secured Indebtedness shall never exceed four times the principal sum of the Note.

38. Any personal liability or obligation of Mortgagor hereunder shall be collected only from Mortgagor's assets and property as an Illinois limited partnership. No partner of Mortgagor shall be individually or personally liable to Mortgagor or Lender on any claim arising out of this document. A deficit capital account of any of Lincoln Park's general or limited partners shall not be deemed an asset or property of Mortgagor. Provided, however, that all of the foregoing shall not in any way affect any rights the Lender may have, as a secured party or otherwise, hereunder or under the Note, the Mortgage or any other documents entered into in connection with the Loan Agreement or any rights the Lender may have to:

(i) proceed against any entity or person whatsoever, including any of the above, with respect to the enforcement of any guarantees,

(ii) recover any damages, expenses or costs, including without limitation, reasonable attorneys' fees, incurred by Lender as a result of fraud or waste to the Property,

(iii) recover any condemnation or insurance proceeds or other similar funds or payments attributable to the Property which



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under the terms of the Mortgage executed pursuant to the Loan Agreement should have enured to the mortgagee thereunder.

39. Reasonable Standards. In any matter in which Mortgagee is permitted to make a decision or judgment hereunder, such decision or judgment shall be reasonably made.

40. Conflict. In the event of conflict between any of the provisions of this instrument and the Loan Agreement, the provisions of the Loan Agreement shall prevail.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and delivered as its free and voluntary deed for the uses and purposes herein set forth, all on December 8, 1988.

Lincoln Park Land Limited Partnership, an Illinois limited partnership,

By its general partner:

Lincoln Park Associates Limited Partnership, an Illinois limited partnership,

By its general partner:

SA, Inc., a Nevada corporation

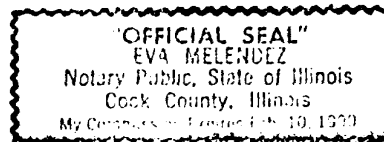
By: Richard Kohler  
its President

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF C O O K )

Eva Melendez, a Notary Public in and for the State and County aforesaid, do hereby certify that Richard Kohler, the President of SA, Inc., a Nevada corporation, the general partner of Lincoln Park Associates Limited Partnership, an Illinois limited partnership, the general partner of Lincoln Park Land Limited Partnership, an Illinois limited partnership, 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 and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8<sup>th</sup> day of December, 1988.

Eva Melendez  
Notary Public



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EXHIBIT A

## PROMISSORY NOTE

\$1,000,000.00

Chicago, Illinois  
December \_\_\_\_\_, 1988

FOR VALUE RECEIVED, the undersigned, Lincoln Park Land Limited Partnership whose address is 218 North Jefferson, Chicago, Illinois 60606 ("Maker") hereby promises to pay to the order of LaSalle National Bank, a national banking association, whose address is 135 South LaSalle Street, Chicago, Illinois 60690 ("Bank"), in the manner hereinafter provided, the principal sum of One Million (\$1,000,000) Dollars, together with interest on the outstanding principal balance from time to time, as follows:

(i) On the first day of the month following the date of the initial disbursement hereunder, and on the first day of each month thereafter to and including August 1, 1993, interest shall be paid at a variable rate equal to the prime rate of interest announced and from time to time in effect at the LaSalle National Bank, plus one (1.0%) percent per annum ("Variable Rate"). Interest shall be computed on a calendar year having 360 days.

(ii) On August 1, 1993 the entire unpaid principal balance, together with all accrued and unpaid interest and all other amounts which become due hereunder, shall be paid.

This Note is executed pursuant to a Acquisition and Construction Loan Agreement, and is secured by a Real Estate Mortgage and Assignment of Rents ("Mortgage") of even date herewith, in favor of Bank, encumbering property located in Cook County, Illinois. A default under the terms of any of said documents will be deemed a default under this Note.

Maker may prepay the indebtedness evidenced hereby in whole or in part at without premium or penalty.

All payments received on account of the indebtedness evidenced by this Note shall be first applied to interest at the Variable Rate aforesaid and the remainder (if any) shall be applied to principal. All such payments of principal and interest are to be made at such place as the legal holder of this Note may from time to time in writing appoint, and in the absence of such appointment, at the address of Bank aforesaid.

If default be made in the payment of any interest herein provided for, or the principal sums evidenced hereby, or any part thereof, or any other sums payable pursuant to the terms of this Note or the Mortgage securing this Note and such default shall remain uncured for a period of fifteen (15) days or if default be made in the performance of any covenants or agreement contained in the Mortgage or contained in any other documents securing the payment of this Note, at the time when performance is required by any such document and shall remain uncured beyond the time therein permitted for cure, then or at any time thereafter, at the option of the holder of this Note, the whole of the principal sum then remaining unpaid hereunder, together with all interest accrued thereon, shall immediately become due and payable without notice, and the lien given to secure the payment of this Note may be foreclosed. From and after the maturity of this Note, either according to its terms or as the result of a declaration of maturity made by the holder hereof and after the due date for the performance of such covenants or conditions irrespective of any declaration of maturity, the entire principal remaining unpaid hereunder shall bear interest at a variable annual rate equal to four (4.0%) percent per annum over and above the aforesaid published Prime Rate of Interest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promises to pay all costs incurred by Bank in

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connection therewith including, but not limited to, court costs, litigation expense and reasonable attorneys' fees.

In the event the interest provisions hereof or any exactions provided for herein or in the Mortgage or any other documents securing this Note shall result, at any time during the life of the loan, in an effective rate of interest which, for any month, transcends the limit of the usury or any other law applicable to the loan evidenced hereby, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied upon principal immediately upon receipt of such monies by the holder hereof, with the same force and effect as though the payer had specifically designated such extra sums to be so applied to principal and the holder hereof had agreed to accept such extra payments) as a premium-free prepayment. Notwithstanding the foregoing, however, the holder may at any time and from time to time elect by notice in writing to the owner of the property affected by the lien document securing this Note to reduce or limit the collection of such sums which, when added to the said first-stated interest, shall not result in any payments toward principal in accordance with the requirements of the preceding sentence. In no event shall any agreed to or actual exaction as consideration for this loan transcend the limits imposed or provided by the law applicable to this transaction or the makers hereof in the jurisdiction in which the land is located for the use or detention of money or for forbearance in seeking its collection.

The undersigned and all endorsers, guarantors and all persons liable or to become liable on this Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and consent to any and all renewals and extensions in the time of payment hereof, and agree, further, that any time and from time to time without notice, the terms of payment herein may be modified or the security described in the lien documents securing this Note released, in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the premises affected by the Mortgage or any other documents securing this Note, without in anywise affecting the liability of any party to this instrument or any person liable or to become liable with respect to any indebtedness evidenced hereby.

It is agreed that the funds representing the proceeds of the indebtedness herein which are disbursed by mail, wire transfer or other delivery shall for all purposes be deemed to be outstanding and to have been received as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable on such funds from and after the date of such wire transfer, mailing or delivery until paid to holder.

Any personal liability or obligation of Maker hereunder shall be collected only from Maker's assets and property as an Illinois limited partnership. No partner of Maker shall be individually or personally liable to Maker or Lender on any claim arising out of this document. A deficit capital account of any of Maker's general or limited partners shall not be deemed an asset or property of Maker. Provided, however, that all of the foregoing shall not in any way affect any rights the Lender may have, as a secured party or otherwise, hereunder or under the Note, the Mortgage or any other documents entered into in connection with the Loan Agreement or any rights the Lender may have to:

(i) proceed against any entity or person whatsoever, including any of the above, with respect to the enforcement of any guarantees,

(ii) recover any damages, expenses or costs, including without limitation, reasonable attorneys' fees, incurred by Lender as a result of fraud or waste to the Property,

(iii) recover any condemnation or insurance proceeds or other similar funds or payments attributable to the Property which

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under the terms of the Mortgage executed pursuant to the Loan Agreement should have enured to the mortgagee thereunder.

The term "Bank" as used herein includes any subsequent holder of this Note.

Time is of the essence of this Note and each provision hereof.

IN WITNESS WHEREOF, Lincoln Park Land Limited Partnership has caused these presents to be executed the day and year first above written.

Lincoln Park Land Limited Partnership, an Illinois limited partnership,

By its general partner:  
Lincoln Park Associates Limited Partnership, an Illinois limited partnership,

By its general partner:  
SA, Inc., a Nevada corporation

By: \_\_\_\_\_  
its President

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## EXHIBIT B

### LEGAL DESCRIPTION:

A TRACT OF LAND, INCLUDING PORTIONS OF LOTS TAKEN FOR THE OPENING OF OGDEN AVENUE DESCRIBED AS FOLLOWS:

LOT 21 (EXCEPT THE SOUTHEASTERLY 0.10 FEET THEREOF) AND LOTS 22, 23, 24 AND 25 (EXCEPT THAT PART OF LOTS 24 AND 25 LYING NORTHWESTERLY OF A LINE THAT IS 44 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF OGDEN AVENUE AS OPENED BY ORDINANCE PASSED BY THE COUNCIL OF THE CITY OF CHICAGO) ALL IN JEFFERSON'S SUBDIVISION OF BLOCK 38 OF CANAL TRUSTEES SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1925 North Lincoln, Chicago, Illinois

P.I.N.: 14-33-403-008-0000

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