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12/08/88

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MORTGAGE

THIS MORTGAGE made as of December 15, 1988 by and between RICHARD PORTILLO AND SHARON PORTILLO, husband and wife, (the "Mortgagor"), and AFFILIATED BANK/DU PAGE (the "Mortgagee").

$45.00

WITNESSETH:

THAT, WHEREAS, Mortgagor has concurrently herewith executed and delivered a mortgage note bearing even date herewith in the principal sum of One Million One Hundred Thousand Dollars ($1,100,000), and executed and delivered a guaranty of a note executed by Portillo's Hot Dogs, Inc. bearing even date herewith in the principal sum of Six Hundred Thousand Dollars ($600,000.00) (hereinafter collectively referred to as "Note"), made payable to Mortgagee, in and by which Note each maker promises to pay the principal sum and interest thereon at the rate and in installments as provided in the Note. The Notes are attached hereto as Exhibit B. All of said principal and interest are made payable at such place as the holder or holders of the Note (the "Holders") may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee in Addison, Illinois.

NOW, THEREFORE, Mortgagor, in consideration of said debt and to secure the payment of both principal and interest thereof, in accordance with the terms and provisions of the Note and in accordance with the terms, provisions and limitations of this mortgage, and to secure the performance of the covenants and agreements herein and in the Note contained, to be performed by Mortgagor, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto Mortgagee, its successors and assigns, the real estate described in Exhibit A attached hereto and made a part hereof and all of its estate, right, title and interest therein, situate, lying and being in Elk Grove Village, County of Cook, and State of Illinois which, with the property hereinafter described, is referred to as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto pertaining or belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and including but not limited to all shades,

Address: 1500 Busse Highway
Elk Grove Village, Illinois

P.I.N. 08-34-203-016
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awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon owned by Mortgagor and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air cooling, air conditioning, water, light, power, sanitation, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the operation of a building now or hereafter located upon said premises owned by Mortgagor, it being understood that the enumeration of any specific articles of property shall in nowise result in or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so 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 shall for the purpose of this mortgage be deemed to be real estate and conveyed and mortgaged hereby. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this mortgage is hereby deemed to be, as well a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep the premises in good condition and repair, without waste, and free of mechanics' liens 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 on a parity with or superior to the lien hereof and comply with all requirements of all loan documents evidencing or securing such indebtedness, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to

Mortgagee (Mortgagor shall have the right to contest any lien providing Mortgagor delivers security satisfactory to Mortgagee); (d) complete within a reasonable time any building or buildings or any improvements now or at any time in the process of erection upon the premises; (e) comply, in all material respects, with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in the premises except as required by law or municipal ordinance, except with the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; (g) suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent, which consent will not be unreasonably withheld; (h) initiate or acquiesce in no zoning variation or reclassification, without Mortgagee's prior written consent; (i) pay each item of indebtedness secured by this mortgage when due according to the terms hereof or of the Note.

Payment of Taxes

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises before delinquent, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

Tax Deposits

3. Mortgagor covenants and agrees to deliver proof of payment of all real estate taxes within 15 days after their due date. In the event Mortgagor fails to provide proof of payment, Mortgagee may then demand in writing, and Mortgagor covenants and agrees to deposit at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee on the first day of each month hereafter until the indebtedness secured by this mortgage is fully paid, a sum equal to one-twelfth of the last total annual taxes and assessments for the last ascertainable year (general and special) on said premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed, or to be constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Such deposits are to be held in a segregated, interest bearing tax escrow account paying the then current savings account rate and are to be used for the payment of taxes and assessments (general and special) on the premises next due and payable when they become due. All interest so paid on such account shall accrue to the benefit of

Mortgagor. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of written demand therefor,deposit such additional funds as may benecessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits.

Insurance

4. Mortgagor shall procure and maintain the following insurance coverage with respect to the premises:

(a) All buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, tornado, windstorm and extended coverage perils and such other hazards as may reasonably be required by Mortgagee in an amount which is the greater of the principal amount of the loan secured hereby or ninety percent (90%) of the replacement value of the buildings and improvements constituting the premises or, in such greater amount as may become necessary to prevent the application of any provision in such insurance policy relating to coinsurance;

(b) Liability insurance with such limits for personal injury and death and property damage as Mortgagee may reasonably require;

All policies of insurance to be furnished hereunder shall be in forms, companies and amounts reasonably satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form reasonably satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days' prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to Mortgagee, and in the case of insurance about to expire, shall deliver renewal policies not less than fifteen (15) days prior to their respective dates of expiration.

Mortgagee's Interest in and Use of Deposits

5. In the event of a default in any of the provisions contained in this mortgage or in the Note after the expiration of any applicable cure period, Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to any provision of this Mortgage, as any one or more of the same may be applicable, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. When the indebtedness secured

hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held to be irrevocably applied by the depositary for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor.

Adjustment of Losses with Insurer and
Application of Proceeds of Insurance

6. In case of loss or damage by fire or other casualty, Mortgagor may settle and adjust any claim under insurance policies which insure against such risks so long as: (a) each lease on the Premises is in full force and effect, and each tenant thereunder is not in default, and such loss or damage shall not result in the termination or cancellation of any of those leases or give any tenant thereunder the right to terminate or cancel its lease; (b) no insurer denies liability as to any insured or claims any right of participation in any of the Mortgagee's security; and (c) this Mortgage is not in default; then such insurance proceeds, after deducting therefrom any reasonable expenses incurred by Mortgagee in the collection thereof, shall be made available by the Mortgagee for the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. If Mortgagor is then in default and all applicable cure periods have expired, Mortgagee is authorized to settle and adjust any claim and such insurance proceeds may, at the option of the Mortgagee, be: (a) applied in reduction of the Indebtedness then due; or (b) held by the Mortgagee and used to pay for the cost of the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. In any event, the building(s) and other improvement(s) shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the insurance proceeds are made available for repair, rebuilding, or restoration and are $50,000.00 or less, the proceeds shall be disbursed directly to Mortgagor. If the insurance proceeds are in excess of $50,000.00 and are made available for repair, rebuilding or restoration, such proceeds shall be disbursed upon the "Disbursing Party" (hereinafter defined) being furnished with satisfactory evidence of the cost of completion thereof and with architects' certificates, waivers of lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payments so that the Disbursing Party can verify that the amounts disbursed from time to time are represented by completed and in-place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining

in the hands of the Disbursing Party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and other improvements may reasonably exceed the sum of FIFTY THOUSAND DOLLARS ($50,000.00), then the Mortgagee must approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party, shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Disbursing Party.

As used in this Paragraph 6, the term "Disbursing Party" refers to the Mortgagee and to any responsible trust company or title insurance company selected by the Mortgagee.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be applied in payment or reduction of the indebtedness secured hereby or in payment or reduction of 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 to the owner of the equity of redemption if it shall then be entitled to the same or as the court may direct. In case of the foreclosure of this mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss 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 said insurance policies.

<u>Stamp Tax</u>

7. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Note, or recording

of this mortgage (exclusive of Mortgagee income tax), Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note, or recording of this mortgage.

Prepayment

8. At such time as Mortgagor is not in default either under the terms of the Note or under the terms of this mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments) in accordance with the terms and conditions set forth in the Note.

Effect of Extensions of Time

9. If the payment of said 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 thereon, 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, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

Effect of Changes in Laws Regarding Taxation

10. In the event of the enactment after this date of any law of the state in which the premises are located 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 assessments or charges 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 mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the Holders, then, and in any such event, Mortgagor, within ten (10) days of the written demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

Mortgagee's Performance of Defaulted Acts, Subrogation

11. In case of default herein (not cured within applicable cure period), Mortgagee may, but need not, make any payment or perform any act herein or in any loan documents evidencing or securing the indebtedness secured hereby or any indebtedness secured by a prior encumbrance, required of Mortgagor, in any form and manner reasonably deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable within 10 days after written notice and with interest thereon at the post maturity 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's Reliance on Tax Bills, Etc.

12. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (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.

Acceleration of Indebtedness in Case of Default

13. If (a) default be made for ten (10) days after written notice in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) Mortgagor or any Affiliated Person shall file a petition in voluntary bankruptcy or under any provision of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or (c) Mortgagor or any Affiliated Person shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for Mortgagor or any Affiliated Person or for all of its property or

the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor or any Affiliated Person, and such judgment, trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days; or (d) Mortgagor or any Affiliated Person 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 of its property or the major part thereof; or (e) Mortgagee shall have the right to declare the indebtedness secured hereby due and payable pursuant to paragraph 34 hereof; or (f) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Mortgagor or any Affiliated Person and the same shall continue for thirty (30) days after written notice, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without further notice to Mortgagor. In the event that any default specified by Mortgagee to Mortgagor under "(f)" above shall be of such nature that it cannot be cured or remedied within 30 days, Mortgagor shall be entitled to a reasonable period of time to cure or remedy such default, provided Mortgagor commences the cure or remedy thereof within the 30 day period following the giving of such notice and thereafter proceeds with diligence to complete such cure or remedy.

Foreclosure; Expense of Litigation

14. 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 for such indebtedness or part thereof. It is further agreed that if default be made in the payment of any part of the secured indebtedness as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire secured indebtedness due (such proceeding being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of default of a part of the secured indebtedness, such sale may be made subject to the continuing lien of this mortgage for the unmatured part of the secured indebtedness; and it is agreed that such sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part of this mortgage and the lien thereof shall remain in full force and effect just as

though no foreclosure sale had been made under the provisions of this Section. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the secured indebtedness by reason of any uncured default or defaults upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any unmatured part of the secured indebtedness, it being the purpose to provide for a partial foreclosure sale of the secured indebtedness for any matured portion of the secured indebtedness without exhausting the power to foreclose and to sell the premises pursuant to any such partial foreclosure for any other part of the secured indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

In any suit to foreclose the lien hereof (including any partial foreclosure) or to enforce any other remedy of Mortgagee under this mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's 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 all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this Section mentioned, and such reasonable expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this mortgage, the Note or the premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the post maturity rate and shall be secured by this mortgage.

Application of Proceeds of Foreclosure Sale

15. 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 the preceding Section hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

Appointment of Receiver

16. Upon, or at any time after the filing of a complaint to foreclose this mortgage, 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 the 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 Holders may be appointed as such receiver. Such receiver shall have power: (a) 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, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) 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 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; and (c) 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 from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or 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 foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

Assignment of Rents and Leases

17. To further secure the indebtedness secured hereby, Mortgagor hereby sells, assigns and transfers unto Mortgagee all the rents, issues, income and profits now due and which may hereafter become due under or by virtue of any lease or license, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to 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 and agreements, and all the avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in Section 19 hereof) to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Section 19 hereof.

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 said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of setoff against any person in possession of any portion of the premises. Mortgagor agrees that it will not assign any of the rents or profits of the premises, except to a purchaser or grantee of the premises.

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 Section 19 hereof. In the exercise of the powers herein granted Mortgagee, all such liability being expressly waived and released by Mortgagor.

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 reasonably require.

Although it is the intention of the parties that the assignment contained in this Section 17 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 Section until a default shall exist under this mortgage or the Note and after the expiration of any applicable cure periods.

Lease Assignment

18. Intentionally Deleted.

Mortgagee's Right of Possession in Case of Default

19. In any case in which under the provisions of this mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, 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 agent or attorneys, as for condition broken. In such event Mortgagee, in its discretion and subject to applicable laws, may enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may 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, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns 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: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (c) 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 hereunder 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 for sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) 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 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.

Application of Income Received by Mortgagee

20. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 17 and Section 19 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as Mortgagee may determine.

(a) to the payment of the operating expenses of said property, 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;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the premises;

(c) 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 reasonable judgment of Mortgagee, make it readily rentable;

(d) To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

Mortgagee's Right of Inspection

21. Mortgagee shall have the right to inspect the premises at all reasonable times upon reasonable notice to Mortgagor and access thereto shall be permitted for that purpose provided that such inspections do not interfere with Mortgagor's business.

Condemnation

22. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the premises taken or damages under the power of eminent domain or by condemnation. Any amount in excess of the amount necessary to repay the entire indebtedness secured by this Mortgage shall be returned to Mortgagor. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. In the event Mortgagor is authorized by Mortgagee's election as aforesaid to build or restore, the proceeds of the award shall be paid out in the same manner as is provided in Section 6 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

Release Upon Payment and Discharge of Mortgagor's Obligations

23. If Mortgagor shall fully pay all principal and interest on the Note, and all other indebtedness secured hereby and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this mortgage

shall be null and void. Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

Giving of Notice

24. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the delivery thereof to the individual to whom addressed or the mailing thereof by personal delivery, telecopy, or certified mail addressed to:

MORTGAGOR

Richard and Sharon Portillo
220 Cardinal
Addison, Illinois 60___

with a copy to:

Mr. Gerald Gallagher
Gallagher & Joslyn
One Lincoln Center
Suite 300
Oakbrook Terrace, Illinois 60181

MORTGAGEE

Affiliated Bank/DuPage
350 N. North Avenue
Addison, Illinois 60101

or at such other place as either party hereto may by notice in writing designate as a place for service of notice shall constitute service of notice hereunder. Notice shall be deemed received on the fifth business day following mailing thereof. Notice by personal delivery or telecopy shall be deemed given on the date of receipt.

Waiver of Defense; Remedies Not Exclusive

25. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this mortgage or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise

secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this mortgage nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this mortgage and any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given hereby to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies. No waiver of any default of the Mortgagor hereunder shall be implied from any omission by the Mortgagee or Holders to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

Waiver of Statutory Rights

26. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

Post Maturity Rate

27. "Post maturity rate" as used herein shall mean interest at six per cent (6%) above the rate then in effect on the Note.

Binding on Successors and Assigns

28. This mortgage and all provisions hereof, shall be binding upon Mortgagor and all persons claiming under or through

Mortgagor, and shall inure to the benefit of the Holders from time to time and of the successors and assigns of the Mortgagee.

Definitions of "Mortgagor," "Mortgagee" and "Affiliated Persons"

29. The word "Mortgagor" when used herein shall include: (a) the original Mortgagor named in the preambles hereof; (b) said original Mortgagor's successors and assigns; and (c) all owners from time to time of the premises. The words "Affiliated Persons" when used herein shall mean any and all of: (a) guarantor of any of the obligations of Mortgagor under the Note, this mortgage, or any Loan Agreement ("Loan Agreement" is defined as the Collateral Assignment of Lease and Rents, the Security Agreement, each dated as of the date hereof); (b) if Mortgagor is a trustee, beneficiaries of the trust, including the general partners of any general or limited partnership which is a beneficiary of the trust. The words "Holders" and "Mortgagee" when used herein shall include all successors and assigns of the original Holders and Mortgagee identified in the preambles hereof.

Captions

30. The captions and headings of various paragraphs of this mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Execution of Separate Security Agreement, Financing Statements, etc.

31. Mortgagor, upon reasonable request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee a Security Agreement, Financing Statement or other similar security instruments, in form satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor, which in the sole opinion of Mortgagee is essential to the operation of the premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the state in which the premises are located, and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other documents as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of this mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all reasonable costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and refiling of any such document.

Partial Invalidity, Maximum Allowable Rate of Interest

32. Mortgagor and Mortgagee intend and believe that each provision in this mortgage and the Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this mortgage or the Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this mortgage and the Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision, or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this mortgage and the Note shall be construed as if such illegal, invalid unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this mortgage and the Note shall continue in full force and effect. All agreements herein and in the Note are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance of the Note, or otherwise, shall the amount paid or agreed to be paid to the Holders for the use forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the Holders shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not to the payment of interest.

Mortgagee's Lien for Service Charge and Expenses

33. At all times, regardless of whether any loan proceeds have been disbursed, this mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the loan to be secured hereby.

Maintenance of Mortgagor's and Affiliated Persons' Interests; Additional Financing

34. Mortgagor shall not suffer or permit any of the following to occur:

(a) The transfer of title to all or any portion of the premises, whether by operation of law, voluntarily or otherwise;

(b) The encumbering of title to the premises by the lien of any mortgage, trust deed or other instrument in the nature of the mortgage or trust deed, the collateral assignment, pledge or hypothecation of the beneficial interest in the trust constituting Mortgagor hereunder or the assignment, pledge or hypothecation of the avails, rents, issues or profits of the premises, as, in any case, security for any loan or obligation other than the loan secured hereby; or

(c) The transfer, pledge or hypothecation, whether by operation of law, voluntarily or otherwise, of more than fifty percent (50%) of the voting stock of Mortgagor or any corporate Affiliated Person or of any subsequent corporate mortgagor (other than a land trust mortgagor) who succeeds to title to the premises pursuant to this paragraph 34.

If any of the events set forth in subparagraphs (a)-(c) of this paragraph 34 shall occur without Mortgagor's prior written consent, Mortgagee shall have the right to declare the entire indebtedness secured hereby immediately due and payable and to exercise all rights and remedies granted to Mortgagee under this mortgage in the event of default hereunder.

Applicable Law

35. This Mortgage, the Note and all other instruments evidencing and securing the loan secured hereby shall be construed, interpreted and governed by the laws of the State of Illinois, provided, however, that in the event all or any portion or portions of the premises are not located in said state, then and in such event the enforcement hereof against the premises, or portion or portions thereof, located outside of such state, and remedies therefor, shall be governed by the laws of the jurisdiction in which the premises or such portions are located.

Pollution

36. (a) Mortgagor represents and warrants that (i) Mortgagor has not used Hazardous Materials (as defined hereinafter) on, from or affecting the premises in any manner which violates federal, State of Illinois or local laws, ordinances, rules, regulations, or policies governing the use,

storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Mortgagor's knowledge, no prior owner of the premises or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has used Hazardous Materials on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials; (ii) Mortgagor has never received any notice of any violations of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance. For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto.

(b) Mortgagor shall keep or cause the premises to be kept free of Hazardous Materials, and without limiting the foregoing, Mortgagor shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor, a release of Hazardous Materials onto the premises or onto any other property, and shall exercise its best efforts to prevent a tenant, subtenant or occupant from releasing Hazardous Materials onto the premises or onto any other property.

(c) Mortgagor shall (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state, and local governmental authorities, and (ii) defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and

directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs, and litigation expenses.

37. This is a construction mortgage, as said term is defined in Section 9-313(1)(c) of the Uniform Commercial Code. Mortgagor further covenants and agrees that the loan secured hereby is a construction loan and that:

(a) The improvements to be erected on the premises shall be completed in accordance with the plans and specifications deposited with Mortgagee.

(b) There shall no be stoppage of construction for a period longer than thirty (30) days, except for matters beyond the reasonable control of Mortgagor.

(c) In any event, said construction shall be completed not later than June 30, 1990.

(d) Upon default in any of the covenants in (a), (b) or (c), the Mortgagee may (but need not):

(i) Declare the entire principal indebtedness and interest thereon due and payable;

(ii) Complete the construction, alteration or remodeling of said improvement and enter into the necessary contracts therefrom. All moneys so expended, whether or not the resulting indebtedness secured hereby may exceed the face amount of the Note, shall be so much additional indebtedness secured by this mortgage, and any moneys expended in excess of the mortgage note shall be payable on demand, with interest at the post maturity rate.

Mortgagee may exercise either or both of the above-described remedies.

(e) The construction of said improvements is and will be in compliance with all governmental regulations and restrictions and with all zoning and building laws and ordinances of the municipality in which the premises are located and with all building restrictions of record, and Mortgagor will furnish satisfactory evidence of Mortgagee of such compliance.

(f) The proceeds of the loan secured hereby are to be disbursed by Mortgagee in accordance with the provisions contained in one or more of: (i) the application for loan; (ii) the commitment for loan; and (iii) a certain Construction Loan Agreement. Said application, commitment and Construction Loan Agreement, or such of the same as may have been executed, are hereinafter collectively referred to as "Loan Agreement," and are incorporated herein by express reference. All advances and indebtedness arising and accruing under the Loan Agreement from time to time whether or not the resulting indebtedness secured hereby may exceed the face amount of the Note shall be secured hereby to the same extent as though said Loan Agreement were fully incorporated in this mortgage, and the occurrence of any event of default under this mortgage entitling Mortgagee to all of the rights and remedies conferred upon Mortgagee by the terms of this mortgage (including those set forth in subparagraph (d) of this Section 37) or by law, as in the case of any other default.

It is understood and agreed that with respect to subsequent purchasers and mortgagees without actual notice, none of the indebtedness for monies expended for completion of the construction of improvements as hereinabove in this Section 37 recited, nor any advances or indebtedness arising or accruing under the Loan Agreement, shall result in an increase of the indebtedness secured and to be secured hereby over the face amount of the Note.

IN WITNESS WHEREOF, Richard and Sharon Portillo have affixed their signatures on the date first above written

Richard Portillo

Sharon Portillo

This instrument was prepared by and return to:

Martin W. Salzman
Schwartz, Cooper, Kolb & Gaynor Chartered
Suite 1100
Two First National Plaza
Chicago, Illinois 60603
312/726-0845

BOX 333-CC

88579153

STATE OF ILLINOIS)
DuPAGE) SS
COUNTY OF ~~COOK~~)

I, EVELYN A. KIMBLE, a Notary Public in and for and residing in said County, in the state aforesaid, do hereby certify, that Richard Portillo and Sharon Portillo, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of December, 1988.

Evelyn A. Kimble
Notary Public

My commission expires

"OFFICIAL SEAL"
EVELYN A. KIMBLE
Notary Public, State of Illinois
My Commission Expires Aug. 6, 1992

88578153

EXHIBIT A

PARCEL 1:
Lot 290 in Centex Industrial Park Unit Number 170, being a Subdivision in the North 1/2 of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 2"
The South 10 Feet of Lot 346 and All of Lot 347 in Centex Industrial Park Unit Number 170, being a Subdivision in the North 1/2 of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois

2282G
12/08/88

SECURED PROMISSORY NOTE

$600,000.00

Dated: As of December 15,1988
At: Addison, Illinois

FOR VALUE RECEIVED, the undersigned, Portillo's Hot Dogs, Inc., (hereinafter referred to as "Borrower"), agrees and promises to pay to the order of Affiliated Bank/DuPage (hereinafter referred to as "Lender"), the principal sum of SIX HUNDRED THOUSAND DOLLARS ($600,000.00) or so much as may from time to time be outstanding and interest thereon as hereinafter provided, in lawful money of the United States of America, as follows:

(i) Interest only at the rate of one percent (1%) per annum in excess of the prime rate published from time to time by Lender (the "Prime Rate") on the principal sum or so much thereof as may from time to time be advanced to pursuant to a Loan Agreement dated December 15, 1988 from Lender to Portillo's Hot Dogs, Inc. (the "Loan Agreement") shall be due from the date (the "First Advance Date") of the first advance hereunder to the Conversion Date (hereafter defined). Said interest shall be automatically adjusted concurrently with any change in the Prime Rate and shall be payable commencing on the first day of the calendar month next following the First Advance Date and continuing on the first day of each calendar month thereafter to and including the first day of the calendar month next succeeding the date on which completion of construction occurs (as defined in the Loan Agreement), or June 30, 1990 whichever occurs first (the "Conversion Date").

(ii) Commencing with the Conversion Date, interest shall accrue at 250 basis points above the 5 year Treasury Note Index (the "Index"), such Index being the weekly average yield to U.S. Treasury Securities adjusted to a constant maturity of 5 years. The interest rate shall remain in effect for the entire 60 month period, and shall be

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determined upon the Conversion Date (If no Index is published on said date, Lender shall use the most recent published Index).

(iii) Commencing with the first day of the first calendar month after the Conversion Date, principal and interest shall be paid on the first day of each month based upon an amortization schedule of fifteen years of equal payments of principal and interest.

(iv) All indebtedness, if not sooner paid, shall be due on the first day of the sixtieth calendar month after the conversion date.

Interest shall be computed on the basis of a 360 day year and shall be payable for the actual number of days within the period for which interest is being charged.

All sums due under this Note and the Mortgage securing same are payable at the principal office of Lender in Addison, Illinois, or at such other place or places as Lender or other holder hereof, may hereafter from time to time in writing designate.

If default be made for ten (10) days after written notice in the payment of any principal or interest when due hereunder, or if default (not cured within the applicable cure period) be made under any Loan Document, as that term is hereinafter defined, by which this Note is, or may hereafter be secured, all the unpaid principal and all the interest then accrued thereon, and all other sums due under the Loan Documents, at the option of the holder of this Note, shall become immediately due and payable without further demand or notice. If any principal or interest is not paid within 10 days after when

due, interest shall be due and payable on the whole of the unpaid balance of the aforesaid principal sum at a rate equal to six percent (6%) greater than the rate then effective for the duration of such default, provided that in no event shall interest be due or payable in excess of the maximum interest permitted by law. The Borrower and any endorsers or guarantors of this Note, for itself, its heirs, legal representatives, successors and assigns, severally waives presentment for payment, demand, protest, notice of dishonor and diligence in collection, and waives any right to be released by reason of any extension of time or change in terms of payment or any change, alteration or release of any security given for the payment hereof, and agrees to pay such attorney's fees in reasonable amount if, after default hereunder or under any instrument securing this Note, an attorney is retained by the holder of this Note to secure collection hereof.

This Note may be prepaid in whole or in part on any interest payment date, without premium or penalty. All prepayments shall be first applied to the reduction of the last-maturing installment or installments of this Note and shall not defer the due date of any regular installment provided for herein.

This Note is secured by a Mortgage of even date herewith, executed and delivered by the undersigned to Lender on certain real property, including the buildings and other improvements

thereof, situated in the County of Cook, State of Illinois.

As used herein, the following words and phrases shall have the following meanings:

"Mortgage" shall mean the mortgage, of even date herewith, from the undersigned, as Mortgagor, to Lender, as Mortgagee, covering certain property described therein situated in Elk Grove Village, County of Cook, State of Illinois.

"Loan Documents" shall mean this Note, the Construction Loan Agreement (if any), the Mortgage, the Loan Agreement dated as of December 2, 1988 between Borrower, Portillo's Hot Dogs, Inc., Portillo's Food Service, Inc, and Lender, and any other security documents to which Borrower is a party..

Payment of this Note is secured by the Mortgage and the Loan Documents. All of the provisions, terms, covenants and conditions contained in the Mortgage and Loan Documents are hereby incorporated herein by reference; and the undersigned covenants and agrees to perform them, or cause them to be performed, strictly in accordance with their terms.

Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of the undersigned or of any lessee, operator, concessionaire or licensee of the undersigned in the conduct of their respective businesses.

Should this Note be signed by more than one person, all of the obligations herein contained shall be considered joint and

several obligations of each signer hereof.

In Witness Whereof, the undersigned has set its hand and seal as of the date first written above.

PORTILLO'S HOT DOGS, INC.

By: _____
Its

Copy

Attest:
_____
Its

88579153

2256G
12/08/88

SECURED PROMISSORY NOTE

$1,100,000.00

Dated: As of December 15,1988
At: Addison, Illinois

FOR VALUE RECEIVED, the undersigned, Richard Portillo and Sharon Portillo, (hereinafter referred to as "Borrower"), jointly and severally, agree and promise to pay to the order of Affiliated Bank/DuPage (hereinafter referred to as "Lender"), the principal sum of ONE MILLION ONE HUNDRED THOUSAND DOLLARS ($1,100,000.00) or so much as may from time to time be outstanding and interest thereon as hereinafter provided, in lawful money of the United States of America, as follows:

(i) Interest only at the rate of one percent (1%) per annum in excess of the prime rate published from time to time by Lender (the "Prime Rate") on the principal sum advanced shall be due from the date of the first advance hereunder to the Conversion Date (hereafter defined). Said interest shall be automatically adjusted concurrently with any change in the Prime Rate and shall be payable commencing on the first day of each calendar month hereafter to and including the first day of the calendar month next succeeding the date on which completion of construction occurs (as defined in the Loan Agreement between Lender and Portillo's Hot Dogs, Inc.), or June 30, 1990, ~~1989~~ whichever occurs first (the "Conversion Date").

(ii) Commencing with the Conversion Date, interest shall accrue at 250 basis points above the 5 year Treasury Note Index (the "Index"), such Index being the weekly average yield to U.S. Treasury Securities adjusted to a constant maturity of 5 years. The interest rate shall remain in effect for the entire 60 month period, and shall be

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determined upon the Conversion Date (If no Index is published on said date, Lender shall use the most recent published Index).

(iii) Commencing with the first day of the first calendar month after the Conversion Date, principal and interest shall be paid on the first day of each month based upon an amortization schedule of fifteen years of equal payments of principal and interest.

(iv) All indebtedness, if not sooner paid, shall be due on the first day of the sixtieth calendar month after the conversion date.

Interest shall be computed on the basis of a 360 day year and shall be payable for the actual number of days within the period for which interest is being charged.

All sums due under this Note and the Mortgage securing same are payable at the principal office of Lender in Addison, Illinois, or at such other place or places as Lender or other holder hereof, may hereafter from time to time in writing designate.

If default be made for ten (10) days after written notice in the payment of any principal or interest when due hereunder, or if default (not cured within the applicable cure period) be made under any Loan Document, as that term is hereinafter defined, by which this Note is, or may hereafter be secured, all the unpaid principal and all the interest then accrued thereon, and all other sums due under the Loan Documents, at the option of the holder of this Note, shall become immediately due and payable without further demand or notice. If any principal or interest is not paid within 10 days after when

due, interest shall be due and payable on the whole of the unpaid balance of the aforesaid principal sum at a rate equal to six percent (6%) greater than the rate then effective for the duration of such default, provided that in no event shall interest be due or payable in excess of the maximum interest permitted by law. The Borrower and any endorsers or guarantors of this Note, for itself, its heirs, legal representatives, successors and assigns, severally waives presentment for payment, demand, protest, notice of dishonor and diligence in collection, and waives any right to be released by reason of any extension of time or change in terms of payment or any change, alteration or release of any security given for the payment hereof, and agrees to pay such attorney's fees in reasonable amount if, after default hereunder or under any instrument securing this Note, an attorney is retained by the holder of this Note to secure collection hereof.

This Note may be prepaid in whole or in part on any interest payment date, without premium or penalty. All prepayments shall be first applied to the reduction of the last-maturing installment or installments of this Note and shall not defer the due date of any regular installment provided for herein.

This Note is secured by a Mortgage of even date herewith, executed and delivered by the undersigned to Lender on certain real property, including the buildings and other improvements

thereof, situated in the County of Cook, State of Illinois.

As used herein, the following words and phrases shall have the following meanings:

"Mortgage" shall mean the mortgage, of even date herewith, from the undersigned, as Mortgagor, to Lender, as Mortgagee, covering certain property described therein situated in Elk Grove Village, County of Cook, State of Illinois.

"Loan Documents" shall mean this Note, the Construction Loan Agreement (if any), the Mortgage, the Loan Agreement dated as of December 2, 1988 between Borrower, Portillo's Hot Dogs, Inc., Portillo's Food Service, Inc, and Lender, and any other security documents to which Borrower is a party..

Payment of this Note is secured by the Mortgage and the Loan Documents. All of the provisions, terms, covenants and conditions contained in the Mortgage and Loan Documents are hereby incorporated herein by reference; and the undersigned covenants and agrees to perform them, or cause them to be performed, strictly in accordance with their terms.

Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of the undersigned or of any lessee, operator, concessionaire or licensee of the undersigned in the conduct of their respective businesses.

Should this Note be signed by more than one person, all of the obligations herein contained shall be considered joint and

several obligations of each signer hereof.

In Witness Whereof, the parties hereto have executed this Note of the date first written above.

Richard Portillo

Sharon Portillo

(copy)

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