88044412

If Premises located in
State of New York:

SECTION ____
BLOCK ____
LOT ____

LTIC 64330 285

CMB Loan No. _____ Date: January 28, 1988

MORTGAGE, ASSIGNMENT OF LEASES AND
RENTS AND SECURITY AGREEMENT
("this Mortgage")

FROM

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
not personally, but as trustee under Trust No. 104455-00

("Mortgagor")

Address: 32 North LaSalle
Chicago, Illinois 60690

TO

THE CHASE MANHATTAN BANK
(National Association),

a national banking association having its principal office at
1 Chase Manhattan Plaza, New York, New York 10081

("Mortgagee")

Mortgage Amount: $15,700,000

88044412

This instrument prepared by, and after recording please return to:
Dewey, Ballantine, Bushby, Palmer & Wood
101 Park Avenue
New York, New York 10178
Attention: David Thompson, Esq.

BOX 334

THE AMOUNT OF THIS MORTGAGE IS $15,700,000.

RECITAL

Mortgagor is the owner of the premises described in Schedule A hereto and Borrower (as defined below) is the owner of 100% of the beneficial interest under Trust No. 104455-00 as established pursuant to a Trust Agreement dated as of January 20, 1988 (the "Trust Agreement"). Mortgagee has agreed to loan to Mortgagor up to the Mortgage Amount (as defined on the cover page hereof) which is to be advanced pursuant to a loan agreement among Mortgagor, Borrower and Mortgagee dated the date hereof. The Mortgage Amount is evidenced by a note of even date herewith in that amount, and Mortgagor and Borrower, in order to secure the payment of the note and performance of their obligations under said loan agreement, have duly authorized the execution and delivery of this Mortgage. The said loan agreement and note, together with any modifications or amendments thereof are hereinafter respectively referred to as the "Loan Agreement" and the "Note".

CERTAIN DEFINITIONS

Mortgagor and Mortgagee agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and the plural forms of such terms.

"Chattels" means all fixtures, furnishings, fittings, appliances, apparatus, equipment, building materials and components, machinery and articles of personal property, of whatever kind or nature, including any replacements, proceeds or products thereof and additions thereto, other than those owned by lessees[2], now or at any time hereafter intended to be or actually affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, development, occupancy or operation of the Premises, and whether located on or off the Premises.

"Events of Default" means the events and circumstances described as such in Section 2.01 hereof.

"Guarantor" means any guarantor of all or part of Mortgagor's obligations under the Note or this Mortgage.

"Improvements" means all structures or buildings, and replacements thereof, now or hereafter located upon the Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings.

---

1. "Borrower" means Morton Grove Investors Limited Partnership, an Illinois limited partnership having its principal office at 2 Riverside Plaza, Chicago, Illinois 60606.
2. or other third parties

88044412

"Premises" means the premises described in Schedule A hereto including all of the easements, rights, privileges and appurtenances (including air rights) thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired, and as used in this Mortgage, shall, unless the context otherwise requires, be deemed to include the Improvements.

"Involuntary Rate" means the rate (or, if more than one, the highest of the rates) of interest per annum provided in the Note plus 1-1/2%, but in no event to exceed the maximum rate allowed by law.

All terms of this Mortgage which are not defined above shall have the meaning set forth elsewhere in this Mortgage.

GRANTING CLAUSE

NOW, THEREFORE, Mortgagor, in consideration of the premises and in order to secure the payment of both the principal of, and the interest and any other sums payable on, the Note or this Mortgage and the performance and observance of all the provisions hereof and of the Note[1], hereby gives, grants, ~~bargains~~, sells, ~~warrants,~~ aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto Mortgagee, all its estate, right, title and interest in, to and under any and all of the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

(i) the Premises;

(ii) the Improvements;

(iii) the Chattels;

(iv) all rents, royalties, issues, profits, revenue, income and other benefits of the Mortgaged Property (the "Rents") and all leases of the Mortgaged Property or portions thereof now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the instalments of rent coming due immediately prior to the expiration of such terms, including any guaranties of such leases, all subject, however, to the provisions of Section 3.01 hereof; and

1. the Loan Agreement, the Purchase Money Security Agreement (the "Security Agreement") between Mortgagor, Mortgagee and Borrower, dated the date hereof and the Collateral Assignment Under Land Trust (the "Assignment"), between Mortgagor, Mortgagee and Borrower, dated the date hereof

"Premises" means the property [illegible] including all of the mortgagor's right, [illegible] (including, in rights, [illegible] and all of the estate, rights, [illegible] mortgagor of Mortgagee thereon and in the [illegible] interest, claims in law or in equity [illegible] mortgagor acquires, now or at any [illegible] and/or subsequently required, or [illegible]

Jurisdiction" means the [illegible] Rights, if the venue of proceeding [illegible] 1-1/2%, but in no event to exceed the [illegible]

All terms of this Mortgage which are [illegible] and meaning set forth elsewhere in this Mortgage.

GRANTING CLAUSE

NOW, THEREFORE, Mortgagor, in consideration [illegible] order to secure the payment of [illegible] and any other sums payable [illegible] performance and observance of all the [illegible] hereby given, granted, [illegible] release, convey, assign, transfer, [illegible] warrant, pledge, [illegible] estate, right, title and interest in [illegible] following described property [illegible] owned or held or hereafter acquired:

(i) the Premises;

(ii) the Improvements;

(iii) the Chattels;

(iv) all rents, revenues, issues, profits, [illegible] and other benefits of the Mortgaged Property [illegible] leases of the Mortgaged Property or [illegible] hereafter entered into and all rights, title [illegible] Mortgage thereunder, including, without [illegible] accounts deposited therewith, [illegible] interest or other obligations thereunder, [illegible] securities are to be held pursuant to the provisions of [illegible] leases or applied to the payment of the indebtedness or [illegible] due immediately prior to the expiration of such [illegible] any guarantees of such leases, all subject, however, [illegible] provisions of Section 1.01 hereof and

---

1. The Loan Agreement, the Revolving Loan [illegible] "Security Agreement") [illegible] the date hereof and the Collateral Assignment [illegible] "Assignment"), between Mortgagor, Mortgagee and [illegible] hereof.

(v) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Mortgagor to refunds of real estate taxes and assessments.

TO HAVE AND TO HOLD unto Mortgagee, its successors and assigns forever.

ARTICLE I

PARTICULAR COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees as follows:

SECTION 1.01. (a) Mortgagor[1] ~~warrants~~ that it has a good and marketable title to an indefeasible fee estate in the Premises subject to no lien, charge or encumbrance except such as are listed as exceptions to title in the title policy insuring the lien of this Mortgage[2]; that it owns the Chattels, all leases and the Rents in respect of the Mortgaged Property and all other personal property encumbered hereby free and clear of liens and claims; and that this Mortgage is and will remain a valid and enforceable lien on the Mortgaged Property subject only to the exceptions referred to above. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title, and will forever ~~warrant and~~ defend the same to Mortgagee and will forever ~~warrant and~~ defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

(b) Mortgagor represents ~~and warrants~~ that[3] (i)[4] the Premises and the improvements thereon, and~~, to the best of Mortgagor's knowledge,~~ the surrounding areas, are not currently and have never been subject to hazardous or toxic substances or wastes or their effects and (ii)[4] there are no claims, litigation, administrative or other proceedings, whether actual or threatened, or judgments or orders, relating to any hazardous or toxic substances or wastes, discharges, emissions or other forms of pollution relating in any way to the Premises or the improvements thereto.

SECTION 1.02. (a) Mortgagor will, at its sole cost and expense, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require,

1. represents
2. or leases of all or any part of the Mortgaged Property permitted pursuant to the terms of this Mortgage
3. , except as disclosed by Borrower to Mortgagee in writing,
4. to the best of Mortgagor's knowledge

SECOND AMD

for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, will execute and deliver, and hereby authorizes Mortgagee to execute and file in Mortgagor's name, to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence or perfect more effectively Mortgagee's security interest in and the lien hereof upon the Chattels and other personal property encumbered hereby.

(b) Mortgagor will, at its sole cost and expense, do, execute, acknowledge and deliver all and every such acts, information reports, returns and withholding of monies as[1] shall be necessary or appropriate[2] to comply fully, or[2] to cause full compliance, with all applicable information reporting and back-up withholding requirements[3] of the Internal Revenue Code of 1986, as amended (including all regulations promulgated thereunder) in respect of the Premises and all transactions related to the Premises, and will at all times provide Mortgagee with satisfactory evidence of such compliance and notify Mortgagee of the information reported in connection with such compliance.

SECTION 1.03. (a) Mortgagor forthwith upon the execution and delivery of this Mortgage, and thereafter from time to time, will cause this Mortgage and any security instrument creating a lien or evidencing the lien hereof upon the Chattels and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of Mortgagee in, the Mortgaged Property.

(b) Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Chattels, and any instrument of further assurance, and any expenses (including[4] attorneys' fees and disbursements) incurred by Mortgagee in connection with the[5] loan secured hereby, and will pay all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Chattels or any instrument of further assurance.

---

1. reasonably
2. for Mortgagor
3. , if any,
4. reasonable
5. negotiation, closing, administration and enforcement of the

SECTION 1.04. Mortgagor will punctually pay the principal and interest and all other sums to become due in respect of the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning thereof, all in any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

SECTION 1.05. Mortgagor, if other than a natural person, will, so long as it is owner of all or part of the Mortgaged Property, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation, partnership, trust or other entity under the laws of the state of its formation and will comply with all regulations, rules, statutes, orders and decrees of any governmental authority or court applicable to it or to the Mortgaged Property or any part thereof.

SECTION 1.06. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clause hereof, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

SECTION 1.07. (a) Mortgagor, from time to time when the same shall become due and payable, will pay and discharge[1] all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against it or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. Mortgagor will, upon Mortgagee's request, deliver to Mortgagee receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against it or the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

1. or cause to be paid and discharged

[1]Mortgagee may, at its option, to be exercised by thirty (30) days' written notice to Mortgagor, require the deposit by Mortgagor, at the time of each payment of an instalment of interest or principal under the Note, of an additional amount sufficient[2] to discharge the obligations under this clause (a)[3] when they become due. The determination of the amount so payable and of the fractional part thereof to be deposited with Mortgagee, so that the aggregate of such deposits shall be sufficient for this purpose, shall be made by Mortgagee in its sole[4] discretion. Such amounts shall be held by Mortgagee ~~without interest~~ and applied to the payment of the obligations in respect of which such amounts were deposited or, at Mortgagee's option, to the payment of said obligations in such order or priority as Mortgagee shall determine, on or before the respective dates on which the same or any of them would become delinquent.[5] If one month prior to the due date of any of the aforementioned obligations the amounts then on deposit therefor shall be insufficient for the payment of such obligation in full, Mortgagor within ~~ten (10)~~ days after demand[7] shall deposit the amount of the deficiency with Mortgagee. Nothing herein contained shall be deemed to affect any right or remedy of Mortgagee under any provisions of this Mortgage or of any statute or rule of law to pay any such amount and to add the amount so paid, together with interest at the Involuntary Rate, to the indebtedness hereby secured.

(b) Mortgagor will pay[8], from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of Mortgagor and without expense to Mortgagee.

~~(c)~~[10] Nothing in this Section 1.07 shall require the payment or discharge of any obligation imposed upon Mortgagor by this Section so long as Mortgagor[11] shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided that during such contest Mortgagor shall, at the option of Mortgagee[12], provide security satisfactory to Mortgagee,[13] assuring the discharge of Mortgagor's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and provided further, that if at any time payment of any obligation imposed upon Mortgagor by clause (a) above shall become necessary to prevent the delivery of a tax deed conveying the Mortgaged Property or any portion thereof because of non-payment, then Mortgagor shall pay the same in sufficient time to prevent the delivery of such tax deed.

---

1. After the occurrance and during the continuance of an Event of Default hereunder,
2. after consideration of future payments to be made on account of such obligations with all applicable future installments of interest or principal
3. which at any time could become a lien on the property (other than a lien arising from the judicial enforcement of a judgement obtained on account of the failure of the Mortgagor or Borrower to pay any income, franchise or general corporate taxes)

4. - 13. See Rider 6A attached hereto and made a part hereof.

RIDER 6A

4. reasonable
5. Such amounts shall be held by Mortgagee in an interest bearing account which shall not be a time deposit account and shall bear interest at prevailing rates applicable to such accounts.
6. twenty (20)
7. in writing
8. or cause to be paid
9. (c) Mortgagor will pay or cause to be paid any taxes except income, franchise or general corporate taxes imposed on Mortgagee by reason of its ownership of the Note or this Mortgage.
10. (d)
11. or any of Mortgagor's lessees of the Premises under leases approved by Mortgagee
12. , in its reasonable discretion,
13. for all such obligations which could result in an aggregate liability of $100,000 or more on account of the amount being contested or where the unsatisfied lien against the Mortgaged Premises is $100,000 or more

RIDER 6A

4. cancelable
5. Such amounts shall be paid by Mortgagee in an [illegible] account which shall not be a time deposit account and shall [illegible] interest at prevailing rates applicable to such accounts.
6. twenty (20)
7. in writing
8. or cause to be paid
9. (a) Mortgagor will pay or cause to be paid [illegible] income, franchise or property taxes [illegible] Mortgagee by change or [illegible] Mortgage.
10. (b)
11. or any of Mortgagor's issues or the Premises [illegible] by Mortgagee
12. , in its reasonable discretion.
13. For all such obligations which state results in [illegible] liability of $100,000 or more on account of the [illegible] contested or where the unsatisfied [illegible] Premises is $100,000 or more

SECTION 1.08.[1] ~~Mortgagor will pay any taxes, except income taxes, imposed on Mortgagee by reason of its ownership of the Note or this Mortgage.~~

SECTION 1.09. (a) Mortgagor will keep the Improvements and Chattels insured against loss by fire, casualty and such other hazards as may be specified by Mortgagee for the benefit of Mortgagee. Such insurance shall be written in forms, amounts, and by companies satisfactory to Mortgagee, and losses thereunder shall be payable to Mortgagee pursuant to a standard first mortgage endorsement substantially equivalent to the New York standard mortgage endorsement. The policy or policies of such insurance shall be delivered to Mortgagee. Mortgagor shall give Mortgagee prompt notice of any loss covered by such insurance and Mortgagee shall have the right to join Mortgagor in adjusting any loss in excess of $50,000. Any moneys received as payment for any loss under any such insurance shall be paid over to Mortgagee to be applied, at Mortgagee's option, either to the prepayment of the Note or to the reimbursement of Mortgagor from time to time for expenses incurred by it in the restoration of the Improvements.[2]

(b) Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 1.09 unless Mortgagee is included thereon as a named insured with loss payable to Mortgagee under a standard mortgage endorsement of the character above described. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance.

(c) If the Premises are located in an area which has been identified by the Secretary of the United States Department of Housing and Urban Development as a flood hazard area, Mortgagor will keep the Improvements covered, until all sums secured hereby have been repaid in full, by flood insurance in an amount at least equal to the full amount of the Note or the maximum limit of coverage available for the Premises under the National Flood Insurance Act of 1968, whichever is less.

SECTION 1.10. If Mortgagor shall fail to perform any of the covenants contained in Section 1.01, 1.03, 1.07, ~~1.08~~, 1.09 or 1.12, Mortgagee may make advances to perform the same on its behalf, and all sums so advanced shall be a lien upon the Mortgaged Property and shall be secured hereby. Mortgagor will repay on demand all sums so advanced on its behalf together with interest thereon at the Involuntary Rate. The provisions of this Section 1.10 shall not prevent any default in the observance of any covenant contained in said Section 1.01, 1.03, 1.07, ~~1.08~~, 1.09 or 1.12 from constituting an Event of Default.[3]

88044112

1. See Section 1.07(c) hereof
2. See Rider 7A attached hereto and made a part hereof
3. after the expiration of any applicable grace periods

RIDER 7A

Section 1.09(a) continued

Notwithstanding the provisions of the immediately preceding sentence, provided no Event of Default exists hereunder, Mortgagee agrees to apply any such proceeds received by it to the reimbursement of Mortgagor's costs of restoring the Improvements. Advances of insurance proceeds shall be made to Mortgagor in the same manner and subject to the same conditions as advances of building loan proceeds are made under the Building Loan Agreement, or if this Mortgage is not a building loan mortgage, in accordance with Mortgagee's standard construction lending practices; amounts not required for such purposes shall be applied, at Mortgagee's option, to the prepayment of the Note and to interest accrued and unpaid thereon in such order and proportions as Mortgagee may elect. In no event shall Mortgagee be required to advance such proceeds to Mortgagor unless Mortgagee shall have (i) received satisfactory evidence that the funding/expiration dates of the commitment, if any, for the permanent financing of the Improvements have been extended for such period of time as is reasonably necessary to complete said restoration and (ii) reasonably determined that the restoration of the Improvements can be completed by the then Maturity Date of the Note at a cost which does not exceed the amount of available insurance proceeds or, in the event that such proceeds are reasonably determined by Mortgagee to be inadequate, Mortgagee shall have received from Mortgagor a cash deposit equal to the excess of said estimated cost of restoration over the amount of said available proceeds. If the conditions for the advance of insurance proceeds for restoration set forth in clauses (i) and (ii) above are not satisfied within sixty (60) days of Mortgagee's receipt thereof or if the actual restoration shall not have been commenced within such period, Mortgagee shall have the option at any time thereafter to apply such insurance proceeds to the payment of the Note and to interest accrued and unpaid thereon in such order and proportions as Mortgagee may elect.

SECTION 1.11. (a) Mortgagor will keep adequate records and books of account in accordance with[1] ~~generally accepted accounting principles~~ and will permit Mortgagee[2], by its agents, accountants and attorneys, to visit and inspect the Mortgaged Property and examine its records and books of account and to discuss its affairs, finances and accounts with the officers or general partners, as the case may be, of Mortgagor[1], at such reasonable times as may be requested by Mortgagee.

(b) ~~Mortgagor and~~ Guarantor will deliver to Mortgagee with reasonable promptness after the close of their ~~respective fiscal years~~ a balance sheet and statement of profit, loss and cash flow setting forth in each case, in comparative form, figures for the preceding year. Throughout the term of this Mortgage, ~~Mortgagor and~~ Guarantor, with reasonable promptness, will deliver to Mortgagee such other information with respect to ~~Mortgagor or~~ Guarantor as Mortgagee may reasonably request from time to time. All financial statements of ~~Mortgagor[1] or~~ Guarantor shall be prepared in accordance with[1] ~~generally accepted accounting principles~~, shall be delivered in duplicate ~~and, in the case of Mortgagor, shall be accompanied by the certificate of a principal financial or accounting officer or general partner, as the case may be, of Mortgagor, dated within five (5) days of the delivery of such statements to Mortgagee, stating that he knows of no Event of Default, nor of any event which after notice or lapse of time or both would constitute an Event of Default, which has occurred and is continuing, or, if any such event or Event of Default has occurred and is continuing, specifying the nature and period of existence thereof and what action Mortgagor[1] has taken or proposes to take with respect thereto, and, except as otherwise specified, stating that Mortgagor[1] has fulfilled all of its[1] obligations under this Mortgage which are required to be fulfilled on or prior to the date of such certificate~~.

(c) Mortgagor, within ~~three (3)~~[3] days upon request in person or within ~~five (5)~~[4] days upon request by mail, will furnish a written statement, duly acknowledged, of the amount due whether for principal or interest on this Mortgage and whether any offsets, counterclaims or defenses exist against the indebtedness secured hereby.

SECTION 1.12. (a) Mortgagor will not commit any waste on the Premises or make any change in the use of the Premises which will in any way increase any ordinary fire or other hazard arising out of construction or operation. Mortgagor will, at all times, maintain the Improvements and Chattels in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to such end. The Improvements shall not be demolished or

1. good and customary accounting principals consistently applied and
2. , during regular business hours,
3. fifteen (15)
4. twenty (20)

substantially altered,[1] nor shall any Chattels be removed without the prior written consent of Mortgagee except where appropriate replacements free of superior title, liens and claims are immediately made of value at least equal to the value of the removed Chattels.

(b) Mortgagor will, at its sole cost and expense, promptly remove, or cause the removal of, any and all hazardous or toxic substances or wastes or the effects thereof at any time identified as being on, in, under or affecting the Premises[2].

SECTION 1.13. Mortgagor, immediately upon obtaining knowledge of the institution or pending institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify Mortgagee thereof. Mortgagee may participate in any such proceedings and may be represented therein by counsel of its selection. Mortgagor from time to time will deliver to Mortgagee all instruments requested by it to permit or facilitate such participation. In the event of such condemnation proceedings, the award or compensation payable is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. The proceeds of any award or compensation so received shall, at Mortgagee's option, be applied either to the prepayment of the Note at the rate of interest provided therein regardless of the rate of interest payable on the award by the condemning authority, or shall be paid over to Mortgagor from time to time for restoration of the Improvements.[3]

SECTION 1.14. (a) Mortgagor will not (i) execute an assignment of the rents or any part thereof from the Premises without Mortgagee's prior written consent[4], (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Premises or of any part thereof, now existing or hereafter to be made, having an unexpired term of one (1) year or more, provided, however, that any lease may be cancelled if promptly after the cancellation or surrender thereof a new lease is entered into with a new lessee having a credit standing, in the[5] judgment of Mortgagee, at least equivalent to that of the lessee whose lease was cancelled, on substantially the same terms as the terminated or cancelled lease, (iii) modify any such lease so as to shorten the unexpired term thereof or so as to decrease, waive or compromise in any manner the amount of the rents payable thereunder or materially expand the obligations of the lessor thereunder, (iv) accept prepayments of any instalments of rents to become due under such leases, except prepayments in the nature of security for the performance of the lessees thereunder, (v) modify, release or terminate any guaranties of any such lease[6] ~~or~~ (vi) in any other manner[7] impair the value of the Mortgaged Property or the security of this Mortgage[8].

1. See Rider 9A attached hereto and made a part hereof.
2. and constituting a violation of any rule, law or order, of any applicable governmental organization or agency thereof
3. See Rider 9B attached hereto and made a part hereof.
4. except in connection with any permitted transferee under § 2.01(k)
5. reasonable
6. ,
7. materially
8. See Rider 9C attached hereto and made a part hereof.

RIDER 9A

1. (other than additions, improvements or alterations which do not exceed $50,000 in the aggregate during the term of this Mortgage or for which amounts, if any, are to be advanced therefor under the Loan Agreement)

RIDER 9B

Section 1.13 continued

Notwithstanding the provisions of the immediately preceding sentence, provided no Event of Default exists hereunder, Mortgagee agrees to apply any such condemnation award proceeds received by it to the reimbursement of Mortgagor's costs of restoring the Improvements. Advances of condemnation award proceeds shall be made to Mortgagor in the same manner and subject to the same conditions as advances of building loan proceeds are made under the Building Loan Agreement, or if this Mortgage is not a building loan mortgage, in accordance with Mortgagee's standard construction lending practices; amounts not required for such purposes shall be applied, at Mortgagee's option, to the prepayment of the Note and to interest accrued and unpaid thereon (at the rate of interest provided therein regardless of the rate of interest payable on the award by the condemning authority) in such order and proportions as Mortgagee may elect. In no event shall Mortgagee be required to advance such proceeds to Mortgagor unless Mortgagee shall have (i) received satisfactory evidence that the funding/expiration dates of the commitment, if any, for the permanent financing of the Improvements have been extended for such period of time as is reasonably necessary to complete said restoration and (ii) reasonably determined that the restoration of the Improvements to an economically viable architectural whole can be completed by the then Maturity Date of the Note at a cost which does not exceed the amount of available condemnation award proceeds or, in the event that such proceeds are reasonably determined by Mortgagee to be inadequate, Mortgagee shall have received from Mortgagor a cash deposit equal to the excess of said estimated cost of restoration over the amount of said available proceeds. If the conditions for the advance of condemnation award proceeds for restoration set forth in clauses (i) and (ii) above are not satisfied within sixty (60) days of Mortgagee's receipt thereof or if the actual restoration shall not have been commenced within such period, Mortgagee shall have the option at any time thereafter to apply such condemnation award proceeds to the payment of the Note and to interest accrued and unpaid thereon (at the rate of interest provided therein regardless of the rate of interest payable on the award by the condemning authority) in such order and proportions as Mortgagee may elect.

RIDER 9C

6. or (vii) enter into a lease of either (x) any portion of the Mortgaged Property which contains in excess of 10,000 square feet of Improvements without the prior written consent of Mortgagee (which consent will not be unreasonably withheld or denied, and which consent will be given or denied within 15 days of the receipt by Mortgagee of a certified copy of the proposed lease; a failure of Mortgagee to respond to such request for consent within such 15 day period will be deemed to be Mortgagee's consent thereto) or (y) that portion of the Mortgaged Property known as the "Acreage" as described in the Land Title Survey prepared by Olson, Ciorba, Shane & Company dated June 5, 1986 and revised to January 8, 1988 without the prior written consent of Mortgagee.

(b) Mortgagor will not execute any lease of all or a substantial portion of the Premises except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Premises or portions thereof now or hereafter existing, on the part of the lessor thereunder to be kept and performed and will at all times do all things necessary to compel performance by the lessee under each lease of all obligations, covenants and agreements by such lessee to be performed thereunder. If any of such leases provide for the giving by the lessee of certificates with respect to the status of such leases, Mortgagor shall exercise its right to request such certificates within[1] ~~five (5)~~ days of any[2] demand therefor by Mortgagee.

(c) Each lease of the Premises, or of any part thereof, shall provide that, in the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee thereunder will, upon request of any person succeeding to the interest of Mortgagor as a result of such enforcement, automatically become the lessee of said successor in interest, without change in the terms or other provisions of such lease, provided, however, that said successor in interest shall not be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee of its obligations under said lease or (ii) any amendment or modification of the lease made without the consent of Mortgagee or such successor in interest. Each lease shall also provide that, upon request by said successor in interest, such lessee shall execute and deliver an instrument or instruments confirming such attornment.

To the extent that any part of the Premises is located in the State of New York, reference is hereby made to Section 291-f of the Real Property Law of the State of New York for the purpose of obtaining for Mortgagee the benefits of said Section in connection with this Mortgage.

(d) Mortgagor shall furnish to Mortgagee, within thirty (30) days after a[2] request by Mortgagee, a written statement containing the names of all lessees of the Premises, the terms of their respective leases, the space occupied and the rentals payable thereunder, together with copies, certified to be true and complete, of such leases as shall be specified by Mortgagee[3].

SECTION 1.15. [4]Mortgagor will receive the advances secured by this Mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of

1. fifteen (15)
2. written
3. , or a statement that no change has occurred from the last such report
4. With respect to amounts secured by this Mortgage and made for the purpose of financing construction of Improvements,

improvement[1] and will apply the same first to the payment of such costs before using any part of the total of the same for any other purpose and, in the event all or any part of the Premises is located in the State of New York, will comply with Section 13 of the New York Lien Law. Mortgagor will indemnify and hold Mortgagee harmless against any loss or liability, cost or expense, including, without limitation, any judgments, attorney's fees, costs of appeal bonds and printing costs, arising out of or relating to any proceeding instituted by any claimant alleging a violation by Mortgagor of any applicable lien law including, without limitation, any section of Article 3-A of the New York Lien Law.

ARTICLE II

EVENTS OF DEFAULT AND REMEDIES

SECTION 2.01. If one or more of the following Events of Default shall happen, that is to say:

(a) if (i) default shall be made in the payment of any principal, interest or other sums under the Note, in any such case, when and as the same shall become due and payable, whether at maturity or by acceleration or as part of any payment or prepayment or otherwise, in each case, as in the Note and this Mortgage provided and such default shall have continued for a period of ten (10) days[2] or (ii) default shall be made in the payment of any tax required by Section 1.07 to be paid and said default shall have continued for a period of twenty (20) days[2]; or

(b) if default shall be made in the due observance or performance of any covenant or agreement on the part of Mortgagor contained in Section 1.01, 1.03, 1.08 or 1.09, and such default shall have continued for a period of[3] ~~twenty (20)~~ days after notice thereof shall have been given to Mortgagor by Mortgagee. For the purposes of this clause if any representation made in Section 1.01 hereof shall be incorrect, it shall be deemed to be a default[5]; or

(c) if[6] default shall be made in the due observance or performance of any other covenant, condition or agreement in the Note, this Mortgage[7], any guaranty executed by Guarantor or in any other document executed or delivered to Mortgagee in connection with the loan secured hereby, and such default shall have continued for a period of thirty (30) days after notice thereof shall have been given to Mortgagor by Mortgagee, or, in the case of such other documents, such shorter grace period, if any, as may be provided for therein[5]; or

---

1. for which such advance has been made with the approval of Mortgagee
2. after notice
3. thirty (30)
4. - 7. SEE RIDER 11A ATTACHED HERETO AND MADE A PART HEREOF.

[illegible] and will apply [illegible] the [illegible] [illegible] [illegible]

RIDER 11A

4. [intentionally deleted]

5. ,provided, however, that in the event any default hereunder shall not be curable within such thirty (30) day period or curable by payment of money, then, provided Mortgagor shall have commenced such care within the aforementioned thirty (30) day period, Mortgagor shall have such an additional time as may be reasonably necessary within which to effect such cure, provided Mortgagor shall at all times diligently prosecute such cure and such default shall not subsequently become uncurable;
6. a material
7. the Loan Agreement, Security Agreement or the Assignment

(d) if by order of a court of competent jurisdiction, a trustee, receiver or liquidator of the Mortgaged Property or any part thereof, or of Mortgagor shall be appointed and such order shall not be discharged or dismissed within sixty (60) days after such appointment; or

(e) if Mortgagor shall file a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Act or any similar law, federal or state, or if, by decree of a court of competent jurisdiction, Mortgagor shall be adjudicated a bankrupt, or be declared insolvent, or 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 receivers of all or any part of its property; or

(f) if any of the creditors of Mortgagor shall file a petition in bankruptcy against Mortgagor or for reorganization of Mortgagor pursuant to the Federal Bankruptcy Act or any similar law, federal or state, and if such petition shall not be discharged or dismissed within sixty (60) days after the date on which such petition was filed; or

(g) if final judgment for the payment of money shall be rendered against Mortgagor[1] and Mortgagor shall not discharge the same or cause it to be discharged within sixty (60) days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal; or

(h) if any of the events enumerated in clauses (d) through (g) of this Section 2.01 shall happen to Guarantor[2] or any of ~~its~~[3] property; or

(i) if it shall be illegal for Mortgagor to pay any tax[4] ~~referred to in~~ Section [5]~~1.08~~ hereof or if the payment of such tax by Mortgagor would result in the violation of applicable usury laws; or

(j) if there should occur a default which is not cured within the applicable grace period, if any, under any other mortgage or deed of trust of all or part of the Mortgaged Property regardless of whether any such other mortgage or deed of trust is prior or subordinate to this Mortgage; it being further agreed by Mortgagor

1. which has a material adverse effect on the financial or other condition of Mortgagor
2. or Borrower
3. their respective
4. which Mortgagor is required to pay pursuant to
5. 1.07(c)

(d) If by reason of a change of [illegible] [illegible] [illegible]

that an Event of Default hereunder shall constitute an Event of Default under any such other mortgage or deed of trust held by Mortgagee; or

(k) if Mortgagor shall transfer, or agree to transfer, in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of the Mortgaged Property, or any interest therein (including any air or development rights) without, in any such case, the prior written consent of Mortgagee. Mortgagee may grant or deny such consent in its sole discretion and, if consent should be given, any such transfer shall[1] be subject to this Mortgage and any other documents which evidence or secure the loan secured hereby, and any such transferee shall assume all of Mortgagor's obligations hereunder and thereunder and agree to be bound by all provisions and perform all obligations contained herein and therein. Consent to one such transfer shall not be deemed to be a waiver of the right to require consent to future or successive transfers. As used herein "transfer" shall include, without limitation, any sale, assignment, lease or conveyance except leases[2] for occupancy subordinate to this Mortgage and to all advances made and to be made hereunder or, in the event Mortgagor or Guarantor (or a general partner or co-venturer of either of them) is a partnership, joint venture, trust or closely-held corporation, the sale, conveyance, transfer or other disposition of more than ten percent (10%) of any class of the issued and outstanding capital stock of such closely-held corporation or of the beneficial interest of such partnership, venture or trust, or a change of any general partner or any joint venturer, either voluntarily, involuntarily, or otherwise, or in the event Mortgagor or Guarantor (or a general partner or co-venturer ~~of either~~ of them) is a publicly-held corporation, the sale, conveyance, transfer or other disposition of more than 10% of the stock-holdings of any of the Major Shareholders. For purposes of this clause (k), "Major Shareholders" shall mean those five individuals or entities that own the greatest number of shares of each class of stock issued and outstanding of the corporation. In the event Mortgagor or Guarantor is a limited partnership, and so long as a limited partner has contributed to (or remains personally liable for) the partnership capital contributions (present and future) required of such limited partner by the limited partnership agreement, such limited partner may sell, convey, devise, transfer or dispose of all or a part of his limited partnership interest to his spouse, children, grandchildren or a family trust in which his spouse, children or grandchildren are sole beneficiaries;[3] or

1. , subject to the provisions of Section 3.14 hereof;
2. (other than the leases described in footnote 6 on Rider 9B hereof affecting Section 1.14 of this Mortgage, to which the prior written consent of Mortgagee must be obtained)
3. See Rider 13A attached hereto and made a part hereof.

Rider 13A

Notwithstanding the foregoing, the beneficial interest in Mortgagor held exclusively by Borrower as of the date hereof, and any partnership interest in Borrower, may be transferred, from time to time, to one or more other parties, provided that, following any such transfer (i) the beneficial interest in Mortgagor and (ii) the partnership interest in the Borrower shall each be greater than 50% owned and controlled, by one or more of Samuel Zell, presently residing at 161 East Chicago Avenue, Chicago, Illinois, Robert Lurie, presently residing at 1250 Westmore, Winnetka, Illinois or Equity Group Investments, Inc. having its principal business address at 2 North Riverside Plaza, Chicago, Illinois (provided, that in the case of Equity Group Investments, Inc., one or more of Robert Lurie and Samuel Zell shall in the aggregate own or control greater than 50% of such Equity Group Investments, Inc.)

Rider 1A

Notwithstanding the foregoing, the beneficial interest in Mortgagor held exclusively by Borrower as of the date hereof or any partnership interest in Borrower may be transferred, sold or pledged, in one or more other parties, provided that in the following any such transfer (i) does not violate any provision of Mortgagor and (ii) the partnership interest in the hereof must be greater than 50% owned and controlled, by the [illegible] direct [illegible], presently residing at [illegible] Chicago, Illinois, Robert [illegible], presently residing at [illegible] Wauconda, Illinois or Joyce [illegible], presently residing [illegible] Chicago, Illinois (provided, that if any such transfer [illegible] Group Investments, Inc., one or more of Robert [illegible] shall shall, in the aggregate own or control [illegible] such Equity Group Investments, Inc.)

(i) if Mortgagor shall encumber, or agree to encumber, in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of the Mortgaged Property, or any interest therein (including any air or development rights) without, in any such case, the prior written consent of Mortgagee. Mortgagee may grant or deny such consent in its sole discretion and, if consent should be given, any such encumbrance shall be subject to this Mortgage and any other documents which evidence or secure the loan secured hereby. Consent to one such encumbrance shall not be deemed to be a waiver of the right to require consent to future or successive encumbrances. As used herein "encumber" shall include, without limitation, the placing or permitting the placing of any mortgage, deed of trust, assignment of rents or other security device;[1]

then and in every such case:

I. During the continuance of any such Event of Default, Mortgagee, by notice given to Mortgagor, may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the principal of the Note and said accrued and unpaid interest shall become and be immediately due and payable, anything in the Note or in this Mortgage to the contrary notwithstanding.

II. During the continuance of any such Event of Default, Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part thereof, and is hereby given a right and license and appointed Mortgagor's[2] ~~attorney in fact~~ to do so, and may exclude Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, Mortgagee, at the expense of the Mortgaged Property, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Property, whereof it shall become possessed as aforesaid; and likewise, from time to time, at the expense of the Mortgaged Property, Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable; and in every such case Mortgagee shall have the right to manage and operate the Mortgaged Property and to carry on the

1. , but shall specifically exclude leases which are permitted under Section 1.14 hereof
2. irrevocable agent

business thereof and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise as it shall deem best; and Mortgagee shall be entitled to collect and receive the Rents and every part thereof, all of which shall for all purposes constitute property of Mortgagor; and in furtherance of such right Mortgagee may collect the rents payable under all leases of the Premises directly from the lessees thereunder upon notice to each such lessee that an Event of Default exists hereunder accompanied by a demand on such lessee for the payment to Mortgagee of all rents due and to become due under its lease, and Mortgagor FOR THE BENEFIT OF MORTGAGEE AND EACH SUCH LESSEE hereby covenants and agrees that the lessee shall be under no duty to question the accuracy of Mortgagee's statement of default and shall unequivocally be authorized to pay said rents to Mortgagee without regard to the truth of Mortgagee's statement of default and notwithstanding notices from Mortgagor[1] disputing the existence of an Event of Default such that the payment of rent by the lessee to Mortgagee pursuant to such a demand shall constitute performance in full of the lessee's obligation under the lease for the payment of rents by the lessee to Mortgagor; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees by it engaged and employed, Mortgagee shall apply the moneys arising as aforesaid[2], ~~first, to the payment of the principal of the Note and the interest thereon, when and as the same shall become payable and second, to the payment of any other sums required to be paid by Mortgagor under this Mortgage~~.

III. Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:

(1) sell the Mortgaged Property to the extent permitted and pursuant to the procedures provided by law, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entity or in parcels or parts, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; or

1. or Borrower
2. and all payments under Section 2.08 hereof, in such amounts and in such order as is specified in Section 2.02(d) hereof

(c) In the event of any sale or sales made under or by virtue of this Article II (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the entire principal of, and interest on, the Note, if not previously due and payable, and all other sums required to be paid by Mortgagor pursuant to this Mortgage, immediately thereupon shall, anything in the Note or in this Mortgage to the contrary notwithstanding, become due and payable.

(d) The purchase money, proceeds or avails of any sale or sales made under or by virtue of this Article II, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Article II or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including reasonable compensation to Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, together with interest at the Involuntary Rate on all advances made by Mortgagee, and of all taxes, assessments or other charges, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold.

Second: To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest, with interest on the unpaid principal at the Involuntary Rate from and after the happening of any Event of Default described in clause (a) of Section 2.01 hereof from the due date of any such payment of principal until the same is paid.

Third: To the payment of any other sums required to be paid by Mortgagor pursuant to any provision of this Mortgage or of the Note.

Fourth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

(e) Upon any sale or sales made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage.

(c) In the event of any sale or sales [illegible] this Article II hereunder or under the power of sale [illegible] under or by virtue of judicial proceedings or at [illegible] foreclosure and sale), the entire principal [illegible] with, if not previously due and payable, and all other sums [illegible] be paid by Mortgagor pursuant to this Mortgage, immediately [illegible] shall, anything in the Note or in this Mortgage to the [illegible] notwithstanding, become due and payable.

(d) The purchase money, proceeds or avails of any sale [illegible] made under or by virtue of this Article II, together with [illegible] which than may be held by Mortgagee under this Mortgage, [illegible] the provisions of this Article II or otherwise, [illegible] applied:

First: To the payment of the costs and [illegible] including reasonable compensation to Mortgagee, its [illegible] counsel, and of any judicial proceedings wherever [illegible] made, and of all expenses, liens and advances [illegible] incurred by Mortgagee under this Mortgage, [illegible] at the Indebtedness date at the [illegible] all taxes, assessments or other charges [illegible] assessments or other charges unless the Mortgaged Property shall have been sold.

Second: To the payment of the [illegible] which upon the sale for application of [illegible] has caused principal to be [illegible] happening at any time at [illegible] Section 1.01 hereof [illegible] the rate of any such [illegible] principal until the same is [illegible].

Third: To the payment of any other sums [illegible] by Mortgagee pursuant to any provision of this Mortgage [illegible] Note.

Fourth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

(e) Upon any sale or sales made under or by virtue of [illegible] under the power of sale [illegible] judicial proceedings or of a decree [illegible] and sale, Mortgagee may bid for and acquire [illegible] thereof and in lieu of paying [illegible] the purchase price of property [illegible] this Mortgage the net sale price after [illegible] of the sale for the account of the [illegible] Mortgagee in accordance to section [illegible] Mortgage.

(2) institute proceedings for the complete or partial foreclosure of this Mortgage; or

(3) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note[2] or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

SECTION 2.02. (a) Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(b) Upon the completion of any sale or sales made by Mortgagee under or by virtue of this Article II, Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument or instruments conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Mortgagee is hereby appointed[3] ~~the true and lawful attorney irrevocable of~~ Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Mortgagor, hereby ratifying and confirming all that its said[4] ~~attorney~~ or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Mortgagor, if requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee, for the purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor[1].

---

1. subject to Section 3.14 hereof
2. , the Loan Agreement, the Security Agreement, the Assignment
3. the irrevocable agent of
4. agent

(c) institute proceedings for the foreclosure or termination of this Mortgage or

(d) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

SECTION 1.02. (a) Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(b) Upon the completion of any sale or sales made by Mortgagee under or by virtue of this Article 1, Mortgagee, or an officer thereof appointed to do so, shall execute and deliver to the purchaser or purchasers a good and sufficient instrument or instruments, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Mortgagee is hereby appointed the ~~irrevocable agent and attorney-in-fact~~ of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property so sold and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that its said agent or agents or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Mortgagor, if requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee, for such purpose, and as may be designated in such request. Any sale or sales made under or by virtue of this Article 1, whether under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor.

---

1. subject to Section 3.16 hereof
2. , the loan Agreement, the Security Agreement, the Assignment
3. the irrevocable agent of
4. agent

SECTION 2.03. (a) In case an Event of Default described in clause (a) of Section 2.01 hereof shall have happened and be continuing, then, upon written demand of Mortgagee, Mortgagor will pay to Mortgagee the whole amount which then shall have become due and payable on the Note, for principal or interest or both, as the case may be, and after the happening of said Event of Default will also pay to Mortgagee interest at the Involuntary Rate on the then unpaid principal of the Note, and the sums required to be paid by Mortgagor pursuant to any provision of this Mortgage, and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including reasonable compensation to Mortgagee, its agents and counsel and any expenses incurred by Mortgagee hereunder. In the event Mortgagor shall fail forthwith to pay such amounts upon such demand, Mortgagee shall be entitled and empowered to institute such action or proceedings at law or in equity as may be advised by its counsel for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may[1] enforce any such judgment or final decree against Mortgagor and collect, ~~out of the property of Mortgagor wherever situated, as well as~~ out of the Mortgaged Property[2], in any manner provided by law, moneys adjudged or decreed to be payable.

(b) Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage; and the right of Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Mortgage, or the foreclosure of the lien hereof; and[1] in the event of a sale of the Mortgaged Property, and of the application of the proceeds of sale, as in this Mortgage provided, to the payment of the debt hereby secured, Mortgagee shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid upon the Note, and to enforce payment of all other charges, payments and costs due under this Mortgage, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest at the Involuntary Rate. In case of proceedings against Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then Mortgagee shall be entitled to prove the whole amount of principal and interest due upon the Note to the full amount thereof, and all other payments, charges and costs due under this Mortgage, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property, provided, however, that in no case shall Mortgagee receive a greater amount than such principal and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the distribution from the estate of Mortgagor.

1. subject to the provisions of Section 3.14 hereof
2. and out of such other collateral, if any, now or hereafter given or pledged to Mortgagee by Mortgagor

(c) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property ~~or upon any other property of Mortgagor~~ shall affect in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before.

(d) Any moneys thus collected by Mortgagee under this Section 2.03 shall be applied by Mortgagee in accordance with the provisions of clause (d) of Section 2.02 hereof.

SECTION 2.04. After the happening of any Event of Default and immediately upon the commencement of any action, suit or other legal proceedings by Mortgagee to obtain judgment for the principal of, or interest on, the Note and other sums required to be paid by Mortgagor pursuant to any provision of this Mortgage, or of any other nature in aid of the enforcement of the Note or of this Mortgage, Mortgagor will (a) waive the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding and (b) if required by Mortgagee, consent to the appointment of a receiver or receivers of all or part of the Mortgaged Property and of any or all of the Rents in respect thereof. After the happening of any Event of Default and during its continuance, or upon the commencement of any proceedings to foreclose this Mortgage or to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of Mortgagee, Mortgagee shall be entitled, as a matter of right, if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of any security for the indebtedness secured hereby, forthwith either before or after declaring the unpaid principal of the Note to be due and payable, to the appointment of such a receiver or receivers.

SECTION 2.05. Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor[1], or of any of its[2] property, or of the Mortgaged Property or any part thereof, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage.

SECTION 2.06. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy 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. No delay or omission of Mortgagee to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or any acquiescence therein;

1. or Borrower
2. or their

and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. Nothing in this Mortgage or in the Note shall affect the obligation of Mortgagor[1] to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

SECTION 2.07. Mortgagor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof and Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property marshaled upon any foreclosure hereof.[2]

SECTION 2.08. During the continuance of any Event of Default and pending the exercise by Mortgagee of its right to exclude Mortgagor from all or any part of the Premises, Mortgagor agrees to pay the fair and reasonable rental value for the use and occupancy of the Premises or any portion thereof which are in its possession for such period and, upon default of any such payment, will vacate and surrender possession of the Premises to Mortgagee or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of premises for non-payment of rent, however designated.[3]

ARTICLE III

MISCELLANEOUS

SECTION 3.01. This Mortgage constitutes a present and absolute assignment of all of the Rents now or hereafter accruing, provided,

1. (subject to Section 3.14 hereof)
2. See Rider 20A attached hereto and made a part hereof
3. See Rider 20B attached hereto and made a part hereof

RIDER 20A

Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of 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. The foregoing waiver of the right of redemption is made pursuant to the provisions of Section 12-125 of the Illinois Code of Civil Procedure.

RIDER 20B

1. SECTION 2.09. In any suit to foreclose the lien hereof (including, to the extent permitted by law, 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 attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, 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.

however, that Mortgagee hereby grants to Mortgagor the right and license to collect and receive the Rents as they become due, and not in advance, so long as no Event of Default exists hereunder. Immediately upon the occurrence of any such Event of Default, the foregoing right and license shall be automatically terminated and of no further force or effect. Nothing contained in this Section 3.01 or elsewhere in this Mortgage shall be construed to make Mortgagee a mortgagee in possession unless and until Mortgagee actually takes possession of the Mortgaged Property, nor to obligate Mortgagee to take any action or incur any expense or discharge any duty or liability under or in respect of any leases or other agreements relating to the Mortgaged Property or any part thereof.

SECTION 3.02. This Mortgage constitutes a security agreement under the applicable Uniform Commercial Code with respect to the Chattels and such other of the Mortgaged Property which is personal property. In addition to the rights and remedies granted to Mortgagee by other applicable law or by this Mortgage, Mortgagee shall have all of the rights and remedies with respect to the Chattels and such other personal property as are granted to a secured party under the applicable Uniform Commercial Code. Upon Mortgagee's request, Mortgagor[1] shall promptly and at its expense assemble the Chattels and such other personal property and make the same available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand, with interest at the Involuntary Rate, any and all expenses, including attorneys' fees, incurred by Mortgagee in protecting its interest in the Chattels and such other personal property and in enforcing its rights with respect thereto. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Chattels and such other personal property sent to Mortgagor in accordance with the provisions hereof at least [2]~~five~~ days prior to such action shall constitute reasonable notice to Mortgagor. The proceeds of any such sale or disposition, or any part thereof, [3]~~may~~ be applied by Mortgagee to the payment of the indebtedness secured hereby in[4] ~~such order and proportions as Mortgagee in its discretion shall deem appropriate~~.

SECTION 3.03. In the event any one or more of the provisions contained in this Mortgage or in the Note[5] shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

SECTION 3.04. No provision of this Mortgage may be changed, waived, discharged or terminated orally or by any other means except an instrument in writing signed by the party against whom enforcement of

1. , subject to any rights granted to lessees under leases permitted hereby with respect to personal property of such leases,
2. ten
3. shall
4. accordance with Section 2.02(d) hereof
5. or in the Loan Agreement, the Security Agreement or the Assignment

the change, waiver, discharge or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

SECTION 3.05. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or [1]sent by registered or certified mail, if to Mortgagor[2] at its address above stated[3], and if to Mortgagee, to the attention of its Real Estate Finance office at 101 Park Avenue, New York, New York 10081, or at such other address of which a party shall have notified the party giving such notice in writing.

SECTION 3.06. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and the successors and assigns of Mortgagee.

SECTION 3.07. Anything herein or in the Note to the contrary notwithstanding the obligations of Mortgagor under this Mortgage and the Note shall be subject to the limitation that payments of interest shall not be required to the extent that receipt of any such payment by Mortgagee would be contrary to provisions of law applicable to Mortgagee limiting the maximum rate of interest that may be charged or collected by Mortgagee.

SECTION 3.08. This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same mortgage.

SECTION 3.09. If all or any portion of the Premises is located in the State of New York, the covenants and conditions contained herein, other than those included in the New York Statutory Short Form of Mortgage, shall be construed as affording to Mortgagee rights additional to, and not exclusive of, the rights conferred under the provisions of Section 254 of the Real Property Law of the State of New York.

SECTION 3.10. Mortgagor and Mortgagee shall, upon their mutual agreement to do so, execute[4] such documents as may be necessary in order to effectuate the modification of this Mortgage, including the execution of substitute mortgages, so as to create two or more liens on the Mortgaged Property in such amounts as may be mutually agreed upon but in no event to exceed, in the aggregate, the Mortgage Amount; in such event, Mortgagor covenants and agrees to pay the reasonable fees and expenses of Mortgagee and its counsel in connection with any such modification.

---

1. 48 hours after being
2. c/o Borrower
3. Attn: Richard Perlman with copies to Messrs. Mayer, Brown & Platt, 190 South LaSalle, Chicago, Illinois 60603-3441 Attn: Richard S. Millard, Esq.
4. or cause to be executed

the change, waiver, discharge or termination is sought. [illegible] [illegible] made by Mortgagor and Mortgagee relating [illegible] shall be superior to the right, title and interest of any intervening subordinate lien or encumbrance.

SECTION 3.05. All notices herein [illegible] be deemed to have been sufficiently given or served for all [illegible] when presented personally or sent by registered or certified [illegible] to Mortgagee at its address above stated, and to Mortgagor at [illegible] attention of its Real Estate Finance office at 30 [illegible] York, New York 10081, or at such other address [illegible] have notified the party giving such notice in writing.

SECTION 3.06. All of the grants, covenants, terms, provisions, conditions herein shall run with the land [illegible] shall apply [illegible] inure to the benefit of, the successors and assigns [illegible] successors and assigns of Mortgagor.

SECTION 3.07. Anything herein or in the Note [illegible] notwithstanding the obligations of Mortgagor [illegible] Note shall be subject to the limitation that [illegible] not be required to the extent that [illegible] Mortgagee would be contrary to provisions of [illegible] limiting the maximum rate of interest [illegible] by Mortgagee.

SECTION 3.08. This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

SECTION 3.09 In all other jurisdictions in the [illegible] the laws of New York, the covenants [illegible] other than those included in the New York [illegible] Mortgage, shall be construed as referring to Mortgagee [illegible] to, and not excluding, the rights conferred upon it [illegible] Section 254 of the Real Property Law of the State of New York.

SECTION 3.10. Mortgagor and Mortgagee [illegible] covenant [illegible] to either [illegible] the modification of this Mortgage [illegible] of modification mortgages, [illegible] Mortgaged Property in such [illegible] be [illegible] proper to record. In the appropriate [illegible] Mortgagor covenants and [illegible] expenses of Mortgagee and [illegible] modification.

---

1. 48 hours after notice
2. c/o Borrower
3. Attn: Eldridge Quinlan with copies to [illegible] 100 South LaSalle, Chicago, Illinois [illegible] Richard, Esq.
4. or place to be specified

SECTION 3.11. Mortgagor recognizes that Mortgagee may sell and transfer interests in the loan to one or more participants and that all documentation, financial statements, appraisals and other data, or copies thereof, relevant to Mortgagor[1], any Guarantor or the loan, may be exhibited to and retained by any such participant or prospective participant.[2]

SECTION 3.12. Unless expressly provided otherwise, in the event that ownership of this Mortgage and title to the fee and/or leasehold estates in the Premises encumbered hereby shall become vested in the same person or entity, this Mortgage shall not merge in said title but shall continue to be and remain a valid and subsisting lien on said estates in the Premises for the amount secured hereby.

SECTION 3.13. The information set forth on the cover hereof is hereby incorporated herein.

SECTION 3.14. This Mortgage is executed by Mortgagor, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this Mortgage), and that it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Mortgagor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this Section 3.14, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely, for the payment thereof in the manner herein and in the Note provided, to one or more of (1) the Mortgaged Property, (2) the assets of the trust estate held under the Trust Agreement, (3) any other security given to secure the Note or the obligations secured hereby or (4) the personal liability of any Guarantors, but this shall not be construed in any way so as to affect or impair the lien of this Mortgage or Mortgagee's right to the foreclosure hereof, or construed in any way so as to limit or restrict any of the rights or remedies of Mortgagee in any such foreclosure proceeding or other enforcement of the payment of the indebtedness secured hereby out of and from the security given therefor in the manner herein and in the Note provided, nor shall it be construed in any way so as to limit or restrict in any way the personal liability of Guarantors.

---

1. , Borrower
2. All participation of the amounts secured hereby entered into by the Mortgagee shall be without cost or expenses to the Mortgagor.

SECTION 3.11. Mortgagor covenants that [illegible] transfer or encumbrance in the land to one or more parties [illegible] information, financial assessments, appraisals and other [illegible] relevant to Mortgagor, any Guarantor [illegible] or administered to and received by any such party, or [illegible] prospectuses.

SECTION 3.12. Unless expressly provided otherwise, [illegible] that ownership of this Mortgage and title to the [illegible] assets in the Premises constituted security shall [illegible] have priority or parity, this Mortgage shall not merge in [illegible] shall continue to be and remain a valid and subsisting [illegible] assets in the Premises for the amount secured hereby.

SECTION 3.13. The information set forth on the cover [illegible] hereby incorporated herein.

SECTION 3.14. This Mortgage is executed by [illegible] personally but as Trustee as aforesaid in the exercise [illegible] authority conferred upon and vested in it as such Trustee [illegible] hereby warrants that it possesses full power and authority [illegible] this Mortgage, and that it is properly [illegible] and [illegible] recitals herein or in the Note shall [illegible] any liability on Mortgagee personally to pay the Note or any [illegible] that may accrue thereon, or any indebtedness accruing hereunder [illegible] perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee personally is concerned, the legal holder or holders of the Note and the owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged in the manner herein and in the Note provided and to the Trust Estate, (2) the rights of the Mortgagee under the Trust Agreement, (3) any other security given by Mortgagor to secure the obligations evidenced by the Note, or (4) the personal liability of any Guarantor, but this shall not be construed as [illegible] or impair the lien or the security or the right to sue [illegible] foreclosure hereof, or construed to [illegible] or [illegible] the rights or remedies of Mortgagee in any such foreclosure proceeding or other enforcement of the provisions of the Note or [illegible] secured hereby and from the security given therefor in the [illegible] herein and in the Note provided, nor shall it be construed in any way [illegible] as to limit or restrict in any way the personal liability or obligation [illegible]

---

1. Borrower
2. All participation of the accounts secured hereby evidenced [illegible] Mortgagee shall be without cost or expense to the Mortgagee.

Mortgagee agrees that no property or assets (other than as described in items (1) through (4) inclusive above, as applicable) of Mortgagor or any party benefiting through or from Mortgagor (including, without limitation Borrower and partners in Borrower) shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Mortgagee, or for any payment required to be made under the Note or under this Mortgage or for the performance of any of the covenants or warranties contained therein or herein and except as provided below, no judgment shall be entered personally against[1] said party; provided, however, that the foregoing provisions of this Section 3.14 shall not (i) constitute a waiver of any obligation evidenced by the Note or secured by this Mortgage (except as the enforcement of such obligations is limited by the provisions hereof), (ii) limit the right of Mortgagee to name Mortgagor as a party defendant in any action or suit for judicial foreclosure and sale under this Mortgage so long as no judgment in the nature of a deficiency judgment shall be enforced against Mortgagor except to the extent[2] ~~of~~ the Mortgaged Property or such other collateral, (iii) affect in any way the validity or enforceability of any guaranty (whether of payment and/or performance) or indemnity agreement (other than any indemnity which may be contained in this Mortgage and then only to the extent that the enforcability of such indemnity is limited by the provisions hereof) given to Mortgagee in connection with the loan secured hereby or (iv) constitute a waiver by Mortgagee of any rights to reimbursement for actual, or out-of-pocket, losses, costs or expenses, or any other remedy at law or equity, against Mortgagor by reason of (1) gross negligence or fraudulent acts or omissions, (2) willful misapplication of any insurance proceeds, condemnation awards or tenant security deposits, or of any rental or other income which was required by this Mortgage or other loan documents to be paid or applied in a specified manner, arising, in any such case, with respect to the Mortgaged Property or (3) failure to deliver, promptly upon demand, tenant and other project files and original executed leases and other agreements relating to occupancy, construction or operation.

SECTION 3.15. Mortgagor represents and agrees that the obligations secured hereby: (a) constitute a business loan which comes within the purview of subparagraph (1)(c) of Section 4, and a loan secured by a mortgage on real estate which comes within the purview of subparagraph (1)(1) of Section 4, of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved by May 24, 1879, as amended (Ill. Rev. Stats., 1981 ed., Ch. 17, Sec. 6404(1)(c) and Sec. 6404(1)(1)) and (b) are exempted transactions under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601, et seq.

SECTION 3.16. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within ten (10) years from the date hereof, to the extent (except as may be otherwise provided by applicable law) as if such future advances were made on the date of the execution of this Mortgage. The total amount of the indebtedness that may be secured hereby may decrease or increase from time to time and 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.

1. any
2. necessary to realize upon

Section 3.17. Provided there exists no Event of Default hereunder, Lender shall, from time to time, upon request of Mortgagor, received not less than forty-five (45) days prior to a release contemplated by this Section 3.17, release one or more of the Parcels (as defined below) from the lien of the Mortgage, provided, however, that (a) Mortgagee shall have received all of the following with respect to the Parcel to be so released (i) an amount ("Release Price") equal to the amount required by the Mortgagee in its reasonable discretion (ii) such other documents, certificates, opinions or assurances (or amendments to any documents, certificates, opinions or assurances delivered in connection with this Mortgage or the Note) as Lender shall reasonably require, (c) the release of any individual Parcel from the lien of the Mortgage shall not diminish the proportionate value of or impair the lien of the Mortgage on the remaining portion of the Premises not so released and (d) the Parcel to be released (and the remaining portion of the Mortgaged Property not so released) shall at the time of the release be separate tax and zoning lots capable of being conveyed as such without further subdivision. Amounts received by Lender pursuant to this Section 3.17 shall be applied against accrued and unpaid principal under the Note. As used herein, the term "Parcel" shall mean one or more portions of the Premises (together with Improvements and Chattels located thereon) consisting of (x) "Portion A", (y) "Portion B" or (z) "Acreage" as described in the Land Title Survey prepared by Olson, Ciorba, Shane & Company dated June 5, 1986 and revised to January 8, 1988 or such other portions of the Premises as are acceptable to the Mortgagor and Mortgagee.

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as trustee under Trust No. 104455-00

By _____ [SEAL]

Attest:

_____

Witnesses:

_____

_____

State of Ill)
) ss
County of Cook)

The foregoing instrument was acknowledged before me this day of January, 1988 by Joseph Finnegan SUZANNE G. BAKER VICE PRESIDENT ASSISTANT SECRETARY of American National Bank and Trust Company of Chicago, who executed the foregoing instrument on behalf of American National Bank and Trust Company of Chicago, which Bank executed the foregoing instrument not personally, but as trustee under a Land Trust Agreement dated January 20, 1988 and known as Trust No. 104455-00. JAN 29 1988

Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Karen L. Burns
Notary Public, State of Illinois
My Commission Expires 5/2/89

88044412

State of)
) ss
County of)

The foregoing instrument was acknowledged before me this
day of January, 1988 by
of American National Bank and Trust Company of Chicago, a
executed the foregoing instrument on behalf of said Bank in its
and Trust Company of Chicago, which Bank executed the foregoing
instrument not personally, but as trustee under a
dated January 12, 1988 and known as Trust No. 10-[illegible]

Notary Public

My Commission Expires:

88011973

The West 560.00 feet of that part of the North 1/2 of Lot 27 lying East of the West line of the Northeast 1/4 of the Southwest 1/4 of Section 20 all in the County Clerk's Division of said Section 20 and the East 1/2 of the Northeast 1/4 of Section 19, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 7:

Non-exclusive easements appurtenant to and for the benefit of Parcels 4, 5, and 6 for the purpose of passage, ingress and egress all in Cook County, Illinois over the following:

The South 33.00 feet of the North 1/2 of Lot 27, excepting therefrom the East 33.00 feet thereof and excepting therefrom the West 560.00 feet of that part of said North 1/2 lying East of the West line of the Northeast 1/4 of Southwest 1/4 of Section 20 all in the County Clerk's Division of said Section 20 and the East 1/2 of the Northeast 1/4 of Section 19, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, as created by Trustee's Deed from Harris Trust and Savings Bank, as Trustee under Trust Agreement dated September 1, 1977 known as Trust No. 37913, to Travenol Laboratories, Inc., a Delaware corporation dated October 6, 1978 and recorded October 12, 1978 as Document No. 24666971, in Cook County, Illinois.

88044412

Common Address: 6301 N. Lincoln Avenue, Morton Grove, Illinois

Permanent Index Numbers: 10-20-122-017
10-20-121-012
10-20-301-023
10-20-121-011
10-20-301-025
10-20-301-017

M

DEPT-01 RECORDING $48.00
T#2222 TRAN 1297 01/29/88 14:23:00
#3462 # B *-88-044412
COOK COUNTY RECORDER

48.00

88044412

Box 333

92244086

SCHEDULE A

PARCEL 1:

Lot "A" in Baxter Laboratories Consolidation of part of the West half of the Northwest Quarter and part of the Northwest quarter of the Southwest quarter of Section 20, Township 41, North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

All of Lot 5 in Owner's Subdivision of Lots 36, 37, 38, and 39 of the County Clerk's Subdivision of Section 20 and the East one-half of the Northeast one-quarter (E. 1/2 of N.E. 1/4) of Section 19, Township 41 North, Range 13, East of the Third Principal Meridian, except that portion of said lot lying North and Easterly of the following described line:

Beginning at a point on the East line of said Lot 5, 330.82 feet North of the Southeast corner of the West half (W. 1/2) of the Northwest quarter (N.W 1/4) of said Section 20, then North 88 Degrees 26 minutes and 12 Seconds West 186.90 feet; thence North 3 degrees 13 minutes and 40 seconds East 66.84 feet; thence Northwesterly 1.21 feet to an angle point on the Westerly line of said lot, said angle point being 245.84 feet (as measured along the Westerly line) Southerly of the most Northerly corner of said lot, all in Cook County, Illinois.

PARCEL 3:

That part of Lot thirty-four (34) lying East of the Right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (except that part thereof conveyed to the Chicago, Milwaukee and St. Paul Railroad Company, a corporation of Illinois, by deed dated September 11, 1872, and recorded September 12, 1872, in Book 173, Page 18, as Document No. 55574) in the County Clerk's Division in the West half of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

The North 54.00 feet of the South 62.50 feet of the West 264.00 feet of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (except the East 12.80 feet thereof).

PARCEL 5:

The West 560.00 feet of Lot 26 in the County Clerk's Division of the East 1/2 of the Northeast 1/4 of Section 19 and all of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 6:
(Continued)

PARCEL 1:

Lot "A" in Zarco's Subdivision Consolidation of part of the East Half of the Northeast Quarter and part of the Northeast Quarter of the Southwest Quarter of Section 21, Township 41, North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

All of Lot 3 in Owner's Subdivision of Lots 24, 25, 26, and 27 of the Commissioners Subdivision of Section 20 and the East Quarter of the Southwest Quarter of Section 21, T.41 N. of Range 13, Township 41 North, Range 13, East of the Third Principal Meridian, except that portion of said Lot lying North and Westerly of the following described line:

Beginning at a point on the East line of said Lot 3, 10.00 feet South of the Northeast corner of said Lot 3; thence West 18.00 feet; thence Northwesterly 18.00 feet to a point 10.00 feet South of the Northeast corner of said Lot 3