MORTGAGE
AND SECURITY AGREEMENT

88052003

as of ~~this~~ The 22nd day of January, 1988, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but solely as trustee under a Trust Agreement dated as of January 1, 1988 (the "Trust Agreement"), and known as Trust No. 104369-05 (the "Land Trust"), having an office at 30 North La Salle Street, Chicago, Illinois 60690 ("Owner"), and CAMBRIDGE INVESTORS I LIMITED PARTNERSHIP, a Connecticut limited partnership, the holder and owner of one hundred percent (100%) of the beneficial interest in the Land Trust, having a place of business at 750 Main Street, Hartford, Connecticut 06103 ("Beneficiary") (Owner and Beneficiary being sometimes individually and collectively hereinafter referred to as "Mortgagor"), in favor of SECURITY CAPITAL CREDIT CORPORATION, a Delaware corporation having its principal place of business at 655 Winding Brook Drive, Glastonbury, Connecticut 06033 ("Mortgagee"),

W I T N E S S E T H:

WHEREAS, Mortgagor is justly indebted unto Mortgagee in the principal sum of NINETEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($19,500,000) (the "Loan"), which indebtedness is evidenced by Mortgagor's Secured Promissory Note of even date herewith payable to the order of Mortgagee (the "Note"), in the stated principal amount of $19,500,000, bearing interest at a rate or rates which may vary from time to time as provided in the Note and payable in the manner therein set forth, with the maturity of the Note being January 1, 1993, which Note contains provisions for acceleration in the event of default, contains provisions limiting prepayments, and provides for payment of costs of collection, including attorneys' fees, in the event of default, waives presentment and notice of protest, all as more particularly set forth in the Note, a copy of which is attached as Exhibit A hereto and is incorporated herein and made a part hereof; and

WHEREAS, as more particularly provided in the Note, payment of a portion of the interest on the Note may be deferred from time to time (up to an aggregate amount of $1,950,000 of such deferrals outstanding at any time), which deferred interest (the "Deferred Amount") shall be added to the principal amount of the Note as therein provided; and

WHEREAS, as a condition to the incurring of said indebtedness, Mortgagor agreed to execute and deliver this Mortgage to secure the payment of the Note and the performance of the covenants and conditions in this Mortgage and any extension, renewal or modification thereof.

NOW THEREFORE, in order to secure to Mortgagee the repayment of the indebtedness evidenced by the Note (including, without limitation, the principal amount thereof, the Deferred Amount, interest thereunder and all other sums payable thereunder) and all other sums payable hereunder, and the performance of the covenants and agreements of Mortgagor contained herein,

THIS INSTRUMENT WAS PREPARED BY:

Deborah M. Gaffney, Esq.
Hebb & Gitlin
A Professional Corporation
One State Street
Hartford, Connecticut 06103

UPON RECORDING RETURN TO:

Beth E. Metty, Esq.
Thompson & Knight
3300 First City Center
1700 Pacific Avenue
Dallas, Texas 75201

BOX 334

RETURN TO BOX 334

Illinois

88052003

88008637 (3)

Mortgagor does hereby grant, bargain, sell, transfer, assign, convey, confirm and mortgage unto Mortgagee, its successors and assigns forever, the following:

THE MORTGAGED PROPERTY

(A) The following described premises situated in Schaumburg, Cook County, Illinois, to wit: The land described in detail in Schedule A (the "Land") which is attached hereto and incorporated herein and made a part of this document for all purposes.

(B) TOGETHER WITH (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and (2) all building materials, supplies and other property stored at or delivered to the Land or any other location for incorporation into any of the aforesaid buildings, structures and improvements, and (3) all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever located in or on, or attached to, and used or intended to be used in connection with or with the operation, use or occupancy of, the Land, any such buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all right, title and interest of Mortgagor in and to such personal property and fixtures, whether as owner, chattel lessee or otherwise, it being understood and agreed that all such personal property and fixtures are and at all times shall be part and parcel of the real property encumbered hereby and appropriated to the use thereof and, whether or not affixed or annexed to such real property, to the fullest extent permitted by law, are and at all times shall be conclusively deemed to be fixtures, a part of the real property and a part of the security provided hereby (all of the property described in this paragraph (B) being hereinafter collectively referred to as the "Improvements").

(C) TOGETHER WITH all estate, right, title and interest of Mortgagor, of whatever character, whether now owned or hereafter acquired, in and to (1) all streets, roads and public places, open or proposed, in front of or adjoining the Land, and the land lying in the bed of such streets, roads and public places, and (2) all other sidewalks, alleys, ways, passages, water courses, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in paragraphs (A) and (B) hereof or any part of such property.

(D) TOGETHER WITH all easements, rights-of-way and rights of use or passage, public or private, and all estates, interests, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in paragraphs (A), (B) and (C) hereof or any part of such property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

(E) TOGETHER WITH (1) any and all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and interest thereon (collectively, "Compensation"), hereafter made or to be made or hereafter payable in connection with any casualty or other damage to the property described in paragraphs (A), (B), (C) and (D) hereof, any part of such property or any rights appurtenant thereto, or in connection with any condemnation proceedings affecting such property or rights or any taking under power of eminent domain (or any conveyance in lieu of or under threat of any such taking) of such property or rights, including, without limitation, any and all Compensation for change of grade of streets or any other injury to or decrease in the value of such property or rights, (2) any and all proceeds of any sales, assignments or other dispositions of such property or rights, (3) any and all refunds of insurance premiums, taxes, assessments, water charges, sewer rents or other impositions in respect of such property or rights, (4) all accounts receivable, contract rights, general intangibles, permits, licenses, approvals, actions and rights in action (including, without limitation, all rights to insurance proceeds and unearned insurance premiums)

arising from or relating to any such property or rights, and (5) all proceeds, products, replacements, additions, substitutions, renewals, accessions, accretions and relictions of and to such property or rights.

(F) TOGETHER WITH all rents, royalties, issues, profits, revenues, income and other benefits to which Mortgagor may now or hereafter be entitled from the property described in paragraphs (A), (B), (C) and (D) hereof or any part of such property, to be applied against the indebtedness and other sums secured hereby; provided, however, that permission is hereby given to Mortgagor, so long as no Event of Default (as hereinafter defined) shall have occurred, to collect and use such rents, royalties, issues, profits, revenues, income and other benefits as they become due and payable, but not in advance thereof. The foregoing assignment shall be fully operative without any further action by any party, and specifically Mortgagee shall be entitled, at its option upon the occurrence of an Event of Default, to all such rents, royalties, issues, profits, revenues, income and other benefits, whether or not Mortgagee takes possession of such property. Upon the occurrence of an Event of Default, the permission hereby given to Mortgagor to collect such rents, royalties, issues, profits, revenues, income and other benefits shall terminate. Neither the exercise of any rights under this paragraph by Mortgagee nor the application of any such rents, royalties, issues, profits, revenues, income or other benefits to the indebtedness and other sums secured hereby, shall cure or waive any Event of Default or notice of any Event of Default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

The foregoing provisions hereof shall constitute an absolute and present assignment of the rents, royalties, issues, profits, revenues, income and other benefits from the property described in paragraphs (A), (B), (C) and (D) hereof, subject, however, to the conditional permission given to Mortgagor to collect and use such rents, royalties, issues, profits, revenues, income and other benefits as hereinabove provided; and the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder.

(G) TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases, subleases, occupancy, purchase and sale or similar agreements (collectively, "leases") now or hereafter on or affecting the property described in paragraphs (A), (B), (C) and (D) hereof, or any part of such property, together with all security therefor (including, without limitation, any and all right, title and interest of Mortgagor in and to property of any tenant or other party under any such lease, and all cash or security deposits, advance rentals and deposits or payments of a similar nature thereunder) and together with all moneys payable thereunder, and all books and records which reflect payments made under the leases and all security therefor, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rents, income and other benefits arising under any such lease. Mortgagee shall have and is hereby granted the right, at any time and from time to time, to notify any lessee, sublessee, licensee, occupant or purchaser of the rights of Mortgagee as provided by this paragraph.

(H) TOGETHER WITH any and all further or greater estate, right, title, interest, claim and demand whatsoever of Mortgagor, whether now owned or hereafter acquired, in or to any of the property described in the foregoing paragraphs or any rights or interests appurtenant thereto.

All of the property described in paragraphs (A), (B), (C), (D), (E), (F), (G) and (H) hereof, and each item of property therein described, is herein collectively referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the above granted and bargained Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns forever, to its and their own proper use and benefit forever, subject, however, to the terms and conditions herein.

Provided, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee the Indebtedness (as hereinafter defined), at the times and in the manner stipulated therein, herein, and in all other instruments securing

the Indebtedness, all without any deduction or credit for taxes or other similar charges paid by Mortgagor and shall keep, perform and observe all the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage and in all other instruments securing the Indebtedness, to be kept, performed or observed by Mortgagor, then this Mortgage, and the grants, conveyances and assignments therein contained, shall cease and be void; otherwise to remain in full force and effect.

Mortgagor further covenants and agrees with Mortgagee or any successor in title as holder of the Note as follows:

ARTICLE ONE

Covenants of Mortgagor

1.01 Performance of Note, Mortgage, and Other Documents. Mortgagor shall cause to be performed, observed and complied with all provisions hereof, of the Note and of every other instrument securing the indebtedness evidenced by the Note, and will promptly pay to Mortgagee when due the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage or any other instrument securing the indebtedness evidenced by the Note (the entire principal amount of the Note (including, without limitation, the Deferred Amount), all accrued interest thereon and all obligations and indebtedness herein described being referred to herein as the "Indebtedness"; this Mortgage and all other documents securing the Indebtedness being collectively referred to herein as the "Security Documents").

1.02 General Representations, Covenants and Warranties. Mortgagor represents, warrants and covenants that (a) subject only to the rights of others provided in the instruments and other matters described in Schedule B attached hereto, incorporated herein and made a part hereof, Mortgagor is seized of an indefeasible estate in fee simple in, and has good and absolute title to, the Land, those Improvements constituting real property and all other real property intended to be encumbered by this Mortgage, has good and absolute title to all other Mortgaged Property, and has good right, full power and lawful authority to mortgage and pledge the same as provided herein and Mortgagee may at all times peaceably and quietly enter upon, hold, occupy, and enjoy the Mortgaged Property in accordance with the terms hereof; (b) the Mortgaged Property is free and clear of all liens, security interests, charges, encumbrances and other exceptions to title whatsoever except those described in Schedule B; (c) Mortgagor will maintain and preserve the lien of this Mortgage until the Indebtedness has been paid in full; (d) Owner is a duly organized and validly existing land trust under the laws of the State of Illinois; (e) Beneficiary is a duly organized and validly existing limited partnership under the laws of the State of Connecticut duly authorized to transact business in the State of Illinois, the sole general partner of which is Cambridge Associates, a duly organized and validly existing partnership under the laws of the State of Connecticut; (f) all due partnership and corporate action has been taken to make and constitute the Note, this Mortgage, and any and all other instruments executed by Owner or Beneficiary in connection with the Indebtedness, and the same do constitute, legal, valid and binding obligations enforceable in accordance with their respective terms, subject to the application of bankruptcy and other laws affecting the rights of creditors generally; (g) there are no provisions in any indenture, contract, agreement or other document affecting Owner, Beneficiary or any general partner of Beneficiary, or to which Owner, Beneficiary or any such general partner is a party or by which Owner, Beneficiary or any such general partner or their respective properties are bound, which prohibit or limit the execution of the Note, this Mortgage or any other instruments executed by Mortgagor in connection with the Indebtedness, or the observance by Mortgagor of any of the terms and conditions hereof or thereof, and such actions by Mortgagor will not violate any provisions of any law, rule or regulation, order, writ, judgment, injunction, decree, determination or award presently in effect or the adoption of which is known to Mortgagor to be presently under consideration; (h) Beneficiary, each general partner of Beneficiary, Michael J. Falker, William L. Fleming and each co-maker or endorser (if any) of the Indebtedness (said co-maker(s), endorser(s) or any guarantor(s) of the Indebtedness being herein referred to jointly and severally as "Guarantor") are now able to meet

their respective debts as they mature, the fair market value of their respective assets exceeds their respective liabilities and no bankruptcy or insolvency cases or proceedings are pending or contemplated by or against Beneficiary, any general partner of Beneficiary, Michael J. Falker or William L. Fleming; (i) all reports, statements and other data furnished by Beneficiary, any general partner of Beneficiary, any partner of any general partner of Beneficiary or Guarantor to Mortgagee in connection with the Loan are true, correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; (j) there are no actions, suits or proceedings pending, or to the knowledge of Mortgagor threatened, against or affecting Owner, Beneficiary, any general partner of Beneficiary, Michael J. Falker, William L. Fleming or the Mortgaged Property in any court or before any federal, state, municipal or other governmental agency, nor are Owner, Beneficiary, any general partner of Beneficiary, any partner of any general partner of Beneficiary or Guarantor in default with respect to any order of any court or governmental agency, except as disclosed in the Closing Affidavit of even date herewith executed and delivered in connection with the Loan; (k) to the best of Mortgagor's knowledge, all costs arising from construction of any improvements and the purchase of all equipment located on, or constituting part of, the Mortgaged Property which have been incurred prior to the date of this Mortgage have been paid; (l) the Land has frontage on, and direct access for ingress and egress to, the street(s) described in a survey submitted to Mortgagee; (m) electric, gas, sewer, water facilities and any other necessary utilities are, and at all times hereafter shall be, available in sufficient capacity to service the Mortgaged Property satisfactorily during the term of the Note, and any easements necessary to the furnishing of such utility service have been obtained and duly recorded; and (n) none of Owner, Beneficiary, any general partner of Beneficiary, Michael J. Falker or William L. Fleming has received a notice of, or is aware of, any default under the terms of any instrument evidencing or securing any indebtedness of any of them, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, passage of time, or both. Mortgagor fully warrants and will forever defend the title to the Mortgaged Property against the claims of all persons whosoever claiming or to claim the same or any part thereof.

1.03 Compliance with Laws; Notice. Mortgagor covenants and warrants that the Mortgaged Property and the proposed use thereof presently comply with and will continue to comply with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, rules and regulations, and all licenses, approvals and permits required in connection therewith have been obtained. If Mortgagor receives notice from any federal, state or other governmental body that any such covenant, ordinance, code, law or regulation is not being complied with, Mortgagor will provide Mortgagee with a copy of such notice promptly.

1.04 Taxes and Other Charges.

1.04.1 Taxes and Assessments. Subject to the provisions of this paragraph 1.04, Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or the Indebtedness or upon or against the interest of Mortgagee in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or against Mortgagor or in respect of the Mortgaged Property or any part thereof; provided, however, that Mortgagor may in good faith, by appropriate proceedings (including without limitation payment of the asserted tax or assessment under protest if such payment must be made in order to contest such tax or assessment), contest the validity, applicability or amount of any asserted tax or assessment and pending such contest Mortgagor shall not be deemed in default hereunder if on or before the due date of the asserted tax or assessment there is established an escrow acceptable to Mortgagee in an amount estimated by Mortgagee to be adequate to cover the payment of such tax or assessment with interest, costs and penalties; and, if the amount of such escrow is insufficient to pay any amount adjudged by a

court of competent jurisdiction to be due, with all interest, costs and penalties thereon, Mortgagor shall pay such deficiency no later than the date such judgment becomes final.

1.04.2 Tax Escrow. In order to secure the performance and discharge of Mortgagor's obligations under this paragraph 1.04, but not in lieu of such obligations, Mortgagor will pay over to Mortgagee, upon request by Mortgagee, an amount equal to one-twelfth (1/12th) of the next maturing annual ad valorem taxes, assessments and charges (which charges for purposes of this paragraph shall include, without limitation, water and sewer rents) of the nature described in paragraph 1.04.1 for each month that has elapsed since the last date to which such taxes, assessments and charges were paid; and Mortgagor will, in addition, pay over to Mortgagee together with each installment on the Note sufficient funds (as estimated from time to time by Mortgagee in its sole discretion) to permit Mortgagee to pay when due said taxes, assessments and charges. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional moneys as are required to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments and similar charges. Such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon the occurrence of an Event of Default, Mortgagee may apply to the reduction of the Indebtedness, in such manner as Mortgagee shall determine, any amount under this paragraph 1.04.2 remaining to Mortgagor's credit.

1.04.3 No Credit Against the Indebtedness Secured Hereby. Mortgagor shall not claim, demand or be entitled to receive any credit on account of the Indebtedness for any part of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof or that are applicable to the Indebtedness or to Mortgagee's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note, this Mortgage or any other instrument securing the Indebtedness.

1.04.4 Insurance.

(a) Mortgagor shall at its sole expense obtain for, deliver to, assign and maintain for the benefit of Mortgagee, during the life of this Mortgage, insurance policies in such amounts as Mortgagee may require, insuring the Mortgaged Property against all insurable hazards, casualties and contingencies (including, without limitation, loss of rentals or business interruption), as Mortgagee may require, and shall pay promptly when due any premiums on such insurance policies and on any renewals thereof. The form of such policies and the companies issuing them shall be acceptable to Mortgagee. All such policies and renewals thereof shall be held by Mortgagee and shall contain a noncontributory standard Mortgagee's endorsement making losses payable to Mortgagee. All such policies shall provide that they shall not be cancelled, terminated or materially altered without at least thirty (30) days' prior written notice to Mortgagee. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to Mortgagee shall be delivered to Mortgagee. Within fifteen (15) days after the anniversary or effective date of each policy, Mortgagor shall deliver to Mortgagee receipts evidencing the payment of all premiums on such insurance policies and renewals, prepaid for a period of at least six (6) months. In the event of loss, Mortgagor will give immediate written notice to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the Indebtedness, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof in force shall pass to the purchaser or grantee.

(b) Pursuant to its rights granted hereunder in all proceeds from any insurance policies, Mortgagee is hereby authorized and empowered at its option to adjust or compromise any loss reasonably estimated by Mortgagee to exceed $20,000 under any insurance policies on the Mortgaged Property and to collect and receive the proceeds in respect of any such loss from any such policy or policies, and, upon notice to Mortgagee, Mortgagor may adjust or compromise any loss in a lesser amount and collect and receive the proceeds in respect of such loss. With respect to any loss reasonably estimated by Mortgagee to exceed $20,000, each insurance company is hereby

authorized and directed to make payment for all such losses (whether or not Mortgagee exercises its option to adjust or compromise any such loss) directly to Mortgagee alone and not to Mortgagor and Mortgagee jointly. Mortgagor shall immediately pay over to Mortgagee any such payments received directly from any insurance company. After deducting from such insurance proceeds any expenses incurred by Mortgagee in the collection or handling of such funds (including, without limitation, attorneys' fees), Mortgagee may apply the net proceeds, at its option, either toward restoring the Mortgaged Property or as a credit on any portion of the Indebtedness, whether then matured or to mature in the future, or at the option of Mortgagee such sums either wholly or in part may be paid over to Mortgagor to be used to repair the Improvements or to build new Improvements in their place or for any other purpose or object satisfactory to Mortgagee, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Although Mortgagee intends to use its best efforts to collect such payments in a timely fashion, Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) Mortgagor shall at its sole expense obtain for, deliver to and maintain for the benefit of, Mortgagee during the life of this Mortgage liability insurance policies relating to the Mortgaged Property, in such amounts, with such companies and in such form as may be required by Mortgagee. Mortgagee may require such policies to contain an endorsement, in form satisfactory to Mortgagee, naming Mortgagee as an additional insured thereunder. Mortgagor shall pay promptly when due any premiums on such insurance policies and renewals thereof.

(d) Mortgagor shall not carry any additional or separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder, or in excess of the amounts required hereunder, unless such insurance shall comply with the provisions of this paragraph 1.04.4 (including the loss payable provisions herein set forth). Mortgagor immediately shall notify Mortgagee if any such additional, separate or excess insurance shall be carried and shall deliver to Mortgagee duplicate originals of all policies of such insurance and renewals thereof.

(e) In order to secure the performance and discharge of Mortgagor's obligations under this paragraph 1.04.4, but not in lieu of such obligations, Mortgagor will pay over to Mortgagee, upon request from Mortgagee, an amount equal to one-twelfth (1/12th) of the next maturing annual insurance premiums for each month that has elapsed since the last date to which such premiums were paid; and Mortgagor will, in addition, pay over to Mortgagee together with each installment on the Note sufficient funds (as estimated from time to time by Mortgagee in its sole discretion) to permit Mortgagee to pay said premiums when due. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. Such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon the occurrence of an Event of Default, Mortgagee may apply to the reduction of the Indebtedness, in such manner as Mortgagee shall determine, any amount under this paragraph 1.04.4(e) remaining to Mortgagor's credit.

1.04.5 <u>Nonimpairment of Mortgagee's Rights</u>. Nothing contained in paragraphs 1.04.2 or 1.04.4(e) shall be deemed to affect any right or remedy of Mortgagee under any provision of this Mortgage or of any statute or rule of law to pay any amount required to be paid by paragraphs 1.04.1 or 1.04.4 and to add the amount so paid together with interest at the Default Rate (as hereinafter defined) to the Indebtedness. Although Mortgagee intends to use its best efforts to make such payments in a timely fashion, the arrangements provided for in paragraphs 1.04.2 and 1.04.4(e) are solely for the added protection of Mortgagee and entail no responsibility on Mortgagee's part beyond the allowing of due credit, without interest, for sums actually received by it. Upon assignment of this Mortgage, any funds on hand shall be turned over to the assignee and any responsibility of Mortgagee with respect thereto shall terminate.

1.05 Further Assurances. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee and where appropriate shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments of further assurance, certificates and such other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, rerecord or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

1.06 Mechanic's and Other Liens. Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien (other than any lien for taxes not yet due) to be created upon the Mortgaged Property, or any part thereof.

1.07 Condemnation.

(a) Mortgagee shall be entitled to all compensation, awards, damages, claims, rights of action, proceeds, payment and other relief (collectively, "compensation") of, or on account of, any damage or taking of the Mortgaged Property, or any part thereof, in connection with any condemnation proceedings or any exercise of the power of eminent domain (or any conveyance in lieu of or under threat of any such taking), including, without limitation, any such compensation for change of grade of streets or any other injury to or decrease in the value of the Mortgaged Property. All such compensation, and the right thereto, is included in the Mortgaged Property. Mortgagor agrees to execute such further assignments of any such compensation as Mortgagee may require, and Mortgagor shall take all steps to assure that such compensation shall be paid to Mortgagee alone and not to Mortgagor and Mortgagee jointly. Mortgagee is hereby irrevocably authorized and appointed attorney-in-fact for Mortgagor, to endorse Mortgagor's name on any instrument in payment of such compensation.

(b) Mortgagee is hereby authorized and empowered, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any condemnation or exercise of the power of eminent domain, to settle or compromise any claim in connection therewith and to collect and receive such compensation and give proper receipts and acquittances therefor. After deducting from such compensation all expenses (including, without limitation, attorneys' fees) incurred by Mortgagee in connection therewith, Mortgagee may release such compensation to Mortgagor without affecting the lien of this Mortgage (which release may be made subject to such terms and conditions as Mortgagee may impose), or Mortgagee may apply such compensation, in such manner as Mortgagee shall determine, to the reduction of the Indebtedness. Any balance of such compensation remaining after such application to the Indebtedness shall be paid to Mortgagor. Notwithstanding any such condemnation, Mortgagor shall continue to pay interest at the rate provided in the Note, on the entire unpaid principal amount thereof.

1.08 Care of Mortgaged Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) Mortgagee and its representatives, employees and contractors may enter upon and inspect the Mortgaged Property at any reasonable time during the life of this Mortgage.

(c) If any part of the Mortgaged Property shall be lost, damaged or destroyed by fire or any other cause, Mortgagor will give immediate written notice thereof to Mortgagee and shall promptly restore the Mortgaged Property to the equivalent of its original condition to the extent insurance proceeds are made available to Mortgagor for such purpose. If a part of the Mortgaged Property shall be lost, physically damaged or destroyed through condemnation, Mortgagor will promptly restore, repair or alter the remaining Mortgaged Property in a manner satisfactory to Mortgagee to the extent the condemnation award is made available to Mortgagor for such purpose. Notwithstanding the foregoing, in any such event, Mortgagor shall be obligated to restore the Mortgaged Property, even if there are no insurance proceeds or condemnation awards made available therefor, provided the unavailability of insurance proceeds or any condemnation award shall have resulted from the failure of Mortgagor to comply with its obligations under paragraph 1.04.4 or paragraph 1.07 of this Mortgage or, in the case of insurance proceeds, if any insurance company shall have refused to pay any claim as a result of an action or omission of Mortgagor on anyone acting on behalf of Mortgagor.

(d) No work required to be performed under this paragraph (other than routine maintenance and repairs and any work necessary in connection with any emergency in order to protect and preserve human life or the Mortgaged Property) shall be undertaken until plans and specifications therefor, prepared by an architect or engineer satisfactory to Mortgagee, have been submitted to and approved in writing by Mortgagee.

(e) No part of the Improvements or the Mortgaged Property shall be removed, demolished or altered, without the prior written consent of Mortgagee; provided, however, that Mortgagee's consent shall not be required with respect to any nonstructural alteration of the Improvements requiring an expenditure of not more than $10,000 in the aggregate in any calendar year. Notwithstanding the foregoing, Mortgagor shall have the right, without the consent of Mortgagee, to remove and dispose of, free from the lien of this Mortgage, tangible personal property constituting part of the Mortgaged Property which shall have become worn out or obsolete; provided, however, that, either simultaneously with or prior to such removal or disposition, any such item shall be replaced with another item or items of equal utility and of a value at least equal to that of the replaced item when first acquired, which item or items shall be owned by Mortgagor and shall be free from any security interest, ownership interest or any other right or claim of any other person, and, by such removal and replacement, Mortgagor shall be deemed to have elected to subject said replacement item to the lien and security interest of this Mortgage.

1.09 Taxes Affecting Mortgagee's Interest. If any state, federal, municipal or other governmental law, order, rule or regulation, passed subsequent to the date hereof, in any manner, changes or modifies existing laws governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting taxes so as adversely to affect the security of this Mortgage or to reduce the net income to Mortgagee in respect of the Indebtedness, then Mortgagor shall pay the amount of such tax on or before the due date thereof, and if Mortgagor shall not pay such amount or if the payment of such amount by Mortgagor shall be prohibited, the entire balance of the Indebtedness shall without notice be due and payable forthwith at the option of Mortgagee.

1.10 Security Agreement and Financing Statements.

(a) Mortgagor (as Debtor) hereby grants to Mortgagee (as Creditor and Secured Party) a security interest in all personal property and fixtures described in the section of this Mortgage entitled "The Mortgaged Property," and in any other personal property or fixtures constituting part of the Mortgaged Property.

(b) This Mortgage is a self-operative security agreement and fixture filing with respect to the Mortgaged Property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request to preserve and maintain the priority of the lien created hereby on property which may be deemed personal property or fixtures, to perfect its security interest or to impose the lien hereof more specifically upon any such property, and shall pay

to Mortgagee on demand any expenses incurred by Mortgagee in connection with the preparation, execution and filing of any such documents. Mortgagor hereby authorizes and appoints Mortgagee its attorney-in-fact to execute and file, on Mortgagor's behalf, all such documents, and all financing statements and refilings and continuations thereof, as Mortgagee deems necessary or advisable to create, preserve and protect said lien, which appointment is coupled with an interest and is irrevocable. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Uniform Commercial Code.

1.11 Assignment of Rents. The assignment contained under the section of this Mortgage entitled "The Mortgaged Property," in paragraph (F) shall be fully operative without any further action on the part of either party and specifically Mortgagee shall be entitled, at its option, upon the occurrence of an Event of Default, to all rents, royalties, issues, profits, revenues, income and other benefits from the Mortgaged Property, or any part thereof, whether or not Mortgagee takes possession of such property. Mortgagor hereby further grants to Mortgagee the right, upon the occurrence of an Event of Default, (a) to enter upon and take possession of the Mortgaged Property, or any part thereof, for the purpose of collecting said rents, royalties, issues, profits, revenues, income and other benefits, (b) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Mortgagee, (c) to let the Mortgaged Property or any part thereof, and (d) to apply said rents, royalties, issues, profits, revenues, income and other benefits, after payment of all necessary charges and expenses, on account of the Indebtedness. Such assignment and grant shall continue in effect until the Indebtedness is paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Mortgagee pursuant to such grant, whether or not foreclosure has been instituted. Neither the exercise of any rights under this paragraph by Mortgagee nor the application of any such rents, royalties, issues, profits, revenues, income or other benefits to the Indebtedness, shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

1.12 After-Acquired Property. To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after acquired personal property and fixtures owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof; provided, however, that, upon request of Mortgagee, Mortgagor shall execute and deliver such instrument or instruments as shall be requested by Mortgagee to confirm such lien, and Mortgagor hereby appoints Mortgagee Mortgagor's attorney-in-fact to execute all such instruments, which power is coupled with an interest and is irrevocable.

1.13 Leases Affecting Mortgaged Property.

(a) Mortgagor represents that the schedule of leases set forth in the Assignment of Leases and Rents executed by Mortgagor and delivered simultaneously herewith is true and correct, that all such leases are presently in effect and that no default exists under any such leases. As any such lease shall expire or terminate, or as any new lease shall be made, Mortgagor shall so notify Mortgagee in order that at all times Mortgagee shall have a current list of all leases affecting the Mortgaged Property. The assignment contained under the section of this Mortgage entitled "The Mortgaged Property" in paragraph (G) shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property or any part thereof), and Mortgagor shall comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property. Mortgagor, if required by Mortgagee, shall furnish promptly to Mortgagee original or certified copies of all such leases now existing or hereafter created.

(b) Mortgagor shall not, without the express prior written consent of Mortgagee, enter into any new lease affecting the Mortgaged Property or any part thereof, or amend, modify, extend, terminate or cancel, accept the surrender of, subordinate, accelerate the payment of rent as to, or change the terms of any renewal option of any such lease now or hereafter affecting the Mortgaged Property, or any part thereof, or permit or suffer an assignment or sublease; provided, however, that Mortgagor shall not be so restricted in the case of any lease of less than 5,000 square feet of net rentable space (other than any new lease not executed as a replacement for an expired or terminated lease), at any time when no Event of Default shall exist, as to any such actions taken in the ordinary course of Mortgagor's business, provided any new lease or any lease as amended, modified or extended (i) shall be on a form of lease approved by Mortgagee, without material deviation from such form, and (ii) shall be on terms (including, without limitation, payment terms) at least as favorable to the landlord thereunder as the terms of the expired or terminated lease replaced by any new lease or the terms of such lease prior to such amendment, modification or extension, as the case may be. Mortgagor shall not, without the prior written consent of Mortgagee, accept payment of rent more than one (1) month in advance, grant any reduction or abatement of the rent payable under any such lease or grant any rights of cancellation in favor of the tenant under any such lease. Without limiting the generality of the foregoing, each lease entered into on or after the date hereof shall provide that the tenant thereunder shall be responsible for its proportionate share of all increases in real estate taxes and operating expenses pertaining to the Mortgaged Property after the first year of the term of such lease.

(c) With respect to the assignment contained in said paragraph (G), Mortgagor shall, from time to time upon request of Mortgagee, specifically assign to Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all moneys payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement or other document reasonably required by Mortgagee to perfect the foregoing assignment as to any such lease. The provisions of this paragraph 1.13 shall be subject to the provisions of said paragraph (G).

1.14 Expenses. Mortgagor will pay when due and payable all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorneys' fees, court costs, fees of inspecting architect(s) and engineer(s) and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Mortgagee in connection with: (a) the issuance of its commitment to make the Loan; (b) the preparation, execution and recording or filing of this Mortgage or any other instrument evidencing or securing the Indebtedness or otherwise governing Mortgagor's or Guarantor's responsibilities in connection with the Indebtedness or the Mortgaged Property; (c) the funding of the Loan; (d) after the occurrence of an Event of Default, preparation for enforcement of this Mortgage or any other instrument evidencing or securing the Indebtedness or otherwise governing Mortgagor's or Guarantor's responsibilities in connection with the Indebtedness or the Mortgaged Property, whether or not suit or other action is actually commenced or undertaken; (e) enforcement of this Mortgage or any other instrument evidencing or securing the Indebtedness or otherwise governing Mortgagor's or Guarantor's responsibilities in connection with the Indebtedness or the Mortgaged Property; (f) court or administrative proceedings of any kind to which Mortgagee may be a party, either as plaintiff or defendant, by reason of the Note, this Mortgage or any other instrument evidencing or securing the Indebtedness or otherwise governing Mortgagor's or Guarantor's responsibilities in connection with the Indebtedness or the Mortgaged Property; (g) preparation for and actions taken in connection with Mortgagee's taking possession of the Mortgaged Property or any part thereof; (h) negotiations with Mortgagor, Guarantor or any of their respective agents in connection with the existence or cure of any Event of Default; (i) any proposed refinancing of the Indebtedness; (j) the transfer of he Mortgaged Property or any part thereof in lieu of foreclosure; and (k) the approval by Mortgagee of actions taken or proposed to be taken by Mortgagor, Guarantor or other person or entity which approval is required by the terms

of this Mortgage or any other instrument evidencing or securing the Indebtedness or otherwise governing Mortgagor's or Guarantor's responsibilities in connection with the Indebtedness or the Mortgaged Property. Mortgagor will, upon demand by Mortgagee, reimburse Mortgagee for all such expenses which have been incurred or which shall be incurred by Mortgagee; and will indemnify and hold harmless Mortgagee from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property or any part thereof through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Property, or with this Mortgage or the Indebtedness. The obligations of Mortgagor under this paragraph 1.14 shall survive any termination, release or satisfaction of this Mortgage.

1.15 Mortgagee's Performance of Defaults. If Mortgagor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition or term in this Mortgage, the Note or in any other instrument securing the Indebtedness, Mortgagee may, to preserve its interest in the Mortgaged Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate (as hereinafter defined) from the date incurred until paid by Mortgagor, shall be added to the Indebtedness and secured by the lien of this Mortgage to the extent permitted by law. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.16 Books and Records.

(a) Mortgagor shall keep and maintain at all times complete, true and accurate books of accounts and records reflecting the results of the operation of the Mortgaged Property. Mortgagor shall furnish to Mortgagee: (i) within ninety (90) days after the end of each fiscal year of Beneficiary and within thirty (30) days after the end of each fiscal quarter, a statement of income and expenses with respect to the Mortgaged Property, in form as required by Mortgagee, (ii) within ninety (90) days after the end of each fiscal year of Beneficiary, statements of financial condition of Beneficiary and each general partner of Beneficiary, in form as required by Mortgagee, (iii) within thirty (30) days after the end of each fiscal year of Beneficiary, a rent schedule of the Mortgaged Property, as of the end of such fiscal year certified by Beneficiary, showing the name of each tenant and the space occupied, the lease expiration date, the rent and additional rent due and payable, the last date to which rent was paid and whether or not such tenant was then in default under any of the terms of such tenant's lease, and (iv) within ninety (90) days after the end of each fiscal year of Guarantor, statements of financial condition of Guarantor, in form as required by Mortgagee.

(b) Mortgagor shall also furnish such interim financial statements and other information as Mortgagee may require. Mortgagee and its designated agents shall have the right to inspect Mortgagor's books and records with respect to the Mortgaged Property at all reasonable times.

(c) Mortgagor also shall furnish updated financial information of the type previously provided in connection with the Loan by or on behalf of Mortgagor, its principals or any Guarantor, such information to be furnished within ninety (90) days after the end of the fiscal year for the person to whom such information relates, in each case certified by a general partner of Mortgagor or the chief financial officer of Mortgagor, or the person to whom such information relates.

1.17 Estoppel Affidavits. Mortgagor, upon written request from Mortgagee, shall furnish (a) a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the indebtedness, and whether or not any offsets or defenses exist against such principal and interest or other sums, and (b) at reasonable intervals during the term of the Loan, a lease ratification and estoppel agreement as to any lease affecting the Mortgaged Property, in form and substance satisfactory to Mortgagee, which shall be executed by Mortgagor and by such lessee, stating, if such be the case, that the lease is in full force and effect, that it has not been amended or modified, and that there is no default thereunder, that the lessee has accepted and is in possession and occupancy of the leased premises, paying the full rental called for therein on a current basis, that no rental payments have been made more than one month in advance, that there are no offsets, claims or defenses to the payment of the rent or enforcement of the terms of the lease, that all work required to be performed by the lessor under the lease has been completed, and stating the date of commencement and termination of the original lease term and the terms of any renewals or extensions of the lease term.

1.18 Use of Property.

(a) Mortgagor covenants that the Mortgaged Property will be used as an office building with related amenities and for no other purposes, and Mortgagor shall not declare, advertise or market the Mortgaged Property as an existing or proposed condominium, cooperative or other common interest community.

(b) Mortgagor shall not suffer or permit the Mortgaged Property, or any portion thereof, to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair Mortgagor's right, title and interest in and to the Mortgaged Property or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Mortgaged Property or any portion thereof.

(c) If, at any time, the then-existing use or occupancy of any part of the Mortgaged Property shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, Mortgagor will not cause or permit such use or occupancy to be discontinued without the prior written consent of Mortgagee.

1.19 Business Loan. To induce Mortgagee to disburse the principal amount of the Note, Owner warrants, represents and covenants that the loan evidenced by the Note and secured hereby is a business loan (as such term is used in Section 4(1)(c) of paragraph 6404 of Chapter 17 of the Illinois Revised Statutes, as amended) to Owner, that Beneficiaries are involved in a commercial or industrial enterprise which is carried on for the purpose of investment or profit in connection with the Mortgaged Property and that the funds represented by the Note will be used solely to further such commercial or industrial enterprise.

1.20 Use of Mortgagee's Name. Mortgagor shall not use Mortgagee's name or the name of any person, firm or corporation controlling, controlled by or under common control with Mortgagee in connection with any of Mortgagor's activities, except as such use may be required by applicable law or regulation of any governmental body, or by any financing institution with which Mortgagor may be doing business.

ARTICLE TWO

Defaults

2.01 Event of Default. The term "Event of Default" wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by Mortgagor to pay (i) any periodic installment of interest or principal on or prior to the fifth (5th) day after the due date thereof under the Note; or (ii) the outstanding principal balance on the Note, together with interest accrued thereon, at maturity or upon prepayment of the Note; or (iii) any deposits for taxes and assessments or insurance premiums on or prior to the fifth (5th) day after the due

date thereof hereunder; or (iv) any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Indebtedness, when due hereunder or thereunder.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage or any other instrument now or hereafter evidencing or securing the Indebtedness or any part thereof or otherwise executed in connection therewith; provided, however, that such failure shall not constitute an Event of Default unless it shall not be cured within (i) thirty (30) days after notice thereof shall have been given to Mortgagor, or (ii) such longer period of time after such notice as may reasonably be required to complete such cure in the case of any such failure that is not reasonably susceptible to being cured within such thirty (30) day period, provided Mortgagor shall have commenced such cure within such thirty (30) day period and thereafter shall diligently continue its efforts in that regard until such failure shall have been fully cured.

(c) If any material inaccuracy shall exist in any of the financial statements, certificates or in any other information furnished by or to be furnished by Mortgagor or any Guarantor to Mortgagee pursuant to the provisions of this Mortgage or furnished or to be furnished to Mortgagee to induce Mortgagee to make the Loan.

(d) Breach of any warranty or untruth of any representation of Owner, Beneficiary, any partner of Beneficiary or Guarantor contained in the Note, this Mortgage, any guaranty agreement or any other instrument now or hereafter evidencing or securing the Indebtedness or any part thereof or otherwise executed in connection therewith.

(e) If (i) a petition is filed against Owner, Beneficiary, any general partner of Beneficiary, Michael J. Falker or William L. Fleming under any bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution or insolvency law, and is not dismissed within thirty (30) days after such filing; or (ii) Owner, Beneficiary, any general partner of Beneficiary, Michael J. Falker or William L. Fleming (x) files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law, or (y) makes any general assignment for the benefit of creditors or admits in writing its inability, or fails, to pay its debts generally as they become due, or consents to the appointment of a receiver, master, custodian, liquidator or trustee of itself, or of all or any part of its property; or (iii) Owner, Beneficiary, any general partner of Beneficiary, Michael J. Falker or William L. Fleming is or becomes "insolvent," as hereafter defined; or (iv) any trustee, custodian, receiver, master or liquidator of Owner, Beneficiary, any general partner of Beneficiary, Michael J. Falker or William L. Fleming or of all or any part of the Mortgaged Property or of any or all of the rents or income thereof is appointed by court order and such order remains in effect for more than thirty (30) days, or an order for relief is entered with respect to Owner, Beneficiary, any general partner of Beneficiary, Michael J. Falker or William L. Fleming; or (v) Owner, Beneficiary, any general partner of Beneficiary, Michael J. Falker or William L. Fleming is adjudicated a bankrupt or insolvent, or any of the property of any of them is sequestered by court order and such order remains in effect for more than thirty (30) days. For purposes of this paragraph, a person or entity shall be deemed to be insolvent if he or it is unable to pay his or its debts as they become due or if the fair market value of his or its assets do not exceed his or its aggregate liabilities.

(f) If all of the Mortgaged Property, or any part thereof the taking of which, in Morgagee's sole judgment, impairs the economic viability of the Mortgaged Property, shall be taken through condemnation or if the value of the Mortgaged Property shall be impaired by condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the state where the Land is located or the United States

of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily for a period in excess of thirty (30) days, or permanently.

(g) The entry by any court of last resort of a decision that an undertaking by Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such taxes, so as to affect adversely this Mortgage or the Indebtedness, unless the payment of any such tax by Mortgagor shall be permitted and Mortgagor shall pay such tax on or before the due date thereof.

(h) The occurrence of a default under any encumbrance now or hereafter affecting all or any portion of the Mortgaged Property, or any other event permitting acceleration of the maturity of any indebtedness secured thereby or any other such default or event with respect to any other indebtedness of Mortgagor to Mortgagee. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any such default or event.

(i) The occurrence of a default under any other instrument now or hereafter evidencing or securing the Indebtedness or any part thereof, or executed in connection therewith, including, without limitation, any future notes or mortgages executed by Mortgagor in connection with the Indebtedness.

(j) The dissolution, termination or death of Beneficiary, any general partner of Beneficiary, Michael J. Falker or William L. Fleming.

ARTICLE THREE

Remedies

3.01 Acceleration of Maturity. If an Event of Default shall have occurred, Mortgagee may declare without demand or notice the outstanding Indebtedness to be due and payable immediately, and upon such declaration such Indebtedness shall immediately become and be due and payable without demand or notice.

3.02 Foreclosure.

(a) If an Event of Default shall have occurred, regardless of whether Mortgagee has declared the Indebtedness to be immediately due and payable, Mortgagee may, in any combination, foreclose this Mortgage and take such other action as the law allows to enforce this Mortgage, to realize upon the security hereof and to enforce any or all of the other instruments securing the Indebtedness. In any such foreclosure proceeding, the Mortgaged Property, or any part thereof, may be sold in one or more parcels, at Mortgagee's option, and without obligation to have the Mortgaged Property marshalled. The proceeds of any such sale shall be applied as follows:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit, and reasonable attorneys' fees;

SECOND, to the payment in full of the Indebtedness in such order as Mortgagee may elect;

THIRD, to discharge junior liens, if the court so directs; and

FOURTH, the remainder, if any, shall be paid to Mortgagor's successors or assigns.

(b) It is agreed that if default be made in the payment of the Indebtedness the holder of the Indebtedness or any part thereof on which the payment is delinquent shall have the option to proceed with foreclosure in

satisfaction of such item either through the courts or by proceeding as if under a full foreclosure, conducting the sale as herein provided, and without declaring the entire Indebtedness due; provided that if sale is made because of default of a part of the Indebtedness, such sale may be made subject to the unmatured part of the Indebtedness; and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness but as to such unmatured part of the Indebtedness, this Mortgage shall remain in full force and effect just as though no sale had been made under the provision of this paragraph. It is further agreed that several sales may be made hereunder without exhausting the rights of sale for any unmatured part of the Indebtedness, it being the purpose to provide for a foreclosure and sale of the Mortgaged Property, or any part thereof, for any matured portion of the Indebtedness without exhausting the power to foreclose and to sell the Mortgaged Property, or any part thereof, for any other part of the Indebtedness whether matured at the time or maturing subsequently thereto. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's successors or assigns are occupying the Mortgaged Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy at sufferance, terminable at will of either landlord or tenant, at a reasonable rental based upon the value of the property occupied, such rental to be due to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of said property and premises.

(c) Upon any sale held by Mortgagee or by any receiver or public officer, Mortgagee may bid for and purchase the Mortgaged Property, or any part thereof, and upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

(d) Upon any such sale, Mortgagee may, if permitted by law, and after allowing for costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply any portion of or all of the indebtedness and other sums due to Mortgagee under the Note, this Mortgage or any other instrument securing the Indebtedness, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, to the extent of the purchase price.

3.03 <u>Mortgagee's Right To Enter and Take Possession, Operate and Apply Income</u>.

(a) If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession and if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Mortgaged Property, or any part thereof, or have a receiver of the rents, royalties issues, profits revenues, income and other benefits thereof appointed, without proof of depreciation in the value of the Mortgaged Property, inadequacy of the value of the Mortgaged Property as security for the debt, or insolvency of Mortgagor; and Mortgagee or the receiver may lease the Mortgaged Property, or any part thereof, in the name of Mortgagor, Mortgagee or the receiver, and may receive the rents, royalties issues, profits revenues, income and other benefits and apply the same as hereinafter set forth.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Mortgagee, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

(i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personal and other mortgaged property;

(ii) insure or keep the Mortgaged Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same;

(iv) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine; and Mortgagee may collect and receive all the rents, royalties, issues, profits, revenues, income and other benefits thereof, including those past due as well as those accruing thereafter; and shall apply the moneys so received by Mortgagee in such priority as Mortgagee may determine to (1) the payment of interest, principal and other payments due and payable on the Note, or pursuant to this Mortgage, (2) the deposits for taxes and assessments and insurance premiums due, (3) the cost of insurance, taxes, assessments and other expenses of operating, maintaining, repairing and improving the Mortgaged Property, including, without limitation, renting commissions and rental collection commissions paid to an agent of Mortgagee or of any receiver; (4) the compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, and (5) amounts advanced for any purpose recognized under this subparagraph (c).

(d) All costs, expenses and liabilities of every character incurred by Mortgagor in managing, operating and maintaining the Mortgaged Property, not paid out of rent as provided above, shall constitute advances and be demand obligations of Mortgagor, shall bear interest at the Default Rate and shall constitute a portion of the Indebtedness and be secured hereby to the extent permitted by law. While in possession of the Mortgaged Property, Mortgagee or the receiver shall be liable to account only for rents, royalties, issues, profits, revenues, income and benefits actually received.

(e) Mortgagee may remain in possession of the Mortgaged Property, in the event of foreclosure, until the foreclosure sale and thereafter during the entire period of redemption. Mortgagee shall incur no liability for, nor shall Mortgagor assert any claim or set off as a result of, any action taken while Mortgagee is in possession of the Mortgaged Property. In the event no foreclosure proceedings are commenced, Mortgagee may remain in possession as long as there exists an Event of Default. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

3.04 Receiver. Upon the occurrence of an Event of Default, either before or after the foreclosure sale, a receiver of the Mortgaged Property, or any part thereof, may be appointed by the court without notice or requirement of a bond, without regard to the solvency or insolvency of Mortgagor, without regard to the then value of the Mortgaged Property, and without regard to whether they are then occupied as a homestead. The receiver shall have the power to collect the rents and income of the Mortgaged Property during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not. The receiver shall have all other powers for the protection, possession, management and operation of the Mortgaged Property which an absolute owner would have, but the net rents in the hands of the receiver shall be applied to the Indebtedness or to such expenses of the receivership or foreclosure suit as the court may direct. Mortgagor does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor by Mortgagee; provided, however, that the appointment of any receiver, trustee or other appointee by virtue of any court order, statute or regulation

shall not impair or in any manner prejudice the rights of Mortgagee to receive payment of the rents and income pursuant to this Mortgage.

3.05 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws; Marshalling. Mortgagor agrees to the full extent permitted by law that after an Event of Default neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, notice of election to mature or declare due the whole of the Indebtedness, extension, redemption or moratorium laws, or any exemption from execution or sale of the Mortgaged Property or any part thereof, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, all benefit or advantage of any such law or laws and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure hereof and agrees that any court having jurisdiction to foreclose this Mortgage may sell the Mortgaged Property in part or as an entirety. If any law now in force of which Mortgagor, its successors and assigns, might take advantage despite this paragraph shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MORTGAGOR HEREBY WAIVES ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON ITS OWN BEHALF AND ON BEHALF OF THE TRUST ESTATE AND EACH AND EVERY PERSON EXCEPT DECREE AND JUDGMENT CREDITORS OF MORTGAGOR, WHO MAY HEREAFTER ACQUIRE ANY INTEREST IN OR TITLE TO THE MORTGAGED PROPERTY.

3.06 Leases. Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the Indebtedness or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property. Unless otherwise agreed by Mortgagee in writing, all leases and tenancies of the Mortgaged Property executed subsequent to the date hereof, or any part thereof, shall be subordinate and inferior to the lien of this Mortgage, except that from time to time Mortgagee may execute and record among the Land Records of the jurisdiction where this Mortgage is recorded, subordination statements with respect to such of said leases as Mortgagee may designate, whereby the leases so designated by Mortgagee will be made superior to the lien of this Mortgage. From and after recordation of such subordination statements, the leases therein referred to shall be superior to the lien of this Mortgage and shall not be affected by any foreclosure hereof. All such leases and tenancies shall contain a provision to the effect that the tenant recognizes the right of Mortgagee to effect such subordination of this Mortgage and consents thereto.

3.07 Suits To Protect the Property. Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve and protect its interest in the Mortgaged Property, (c) to foreclose this Mortgage, and (d) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

3.08 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceedings affecting Owner, Beneficiary, any general partner of Beneficiary, any partner of any general partner of Beneficiary, or any Guarantor, their respective creditors or their respective properties, Mortgagee to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceedings for the entire Indebtedness, at the

date of the institution of such case or proceedings, and for any additional amounts which may become due and payable hereunder or under the Note after such date.

3.09 Mortgagor to Pay the Note Upon Event of Default; Application of Moneys by Mortgagee.

(a) If an Event of Default shall occur, then, upon Mortgagee's demand, Mortgagor will pay to Mortgagee the entire Indebtedness; and if Mortgagor shall fail to pay the same forthwith upon such demand, Mortgagee shall be entitled, unless precluded under the Note from seeking a deficiency judgment against Mortgagor, to sue for and to recover judgment against Mortgagor for the entire Indebtedness, together with costs and expenses, including, without limitation, the reasonable compensation, expenses and disbursements of Mortgagee's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, and the right of Mortgagee to recover such judgment shall not be affected by any taking possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the Indebtedness, Mortgagee shall, unless precluded under the Note from seeking a deficiency judgment against Mortgagor, be entitled to enforce payment from Mortgagor of all amounts then remaining due and unpaid and to recover judgment against Mortgagor for any portion thereof remaining unpaid, with interest.

(c) Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any such judgment by Mortgagee and no attachment or levy of any execution upon any of the Mortgaged Property or any other property shall in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies shall continue unimpaired as before.

(d) Any amounts collected or received by Mortgagee under this paragraph 3.09 shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, and the balance remaining shall be applied to the payment of the Indebtedness.

(e) The provisions of this paragraph 3.09 shall not be deemed to limit or otherwise modify the provisions of any guaranty of the Indebtedness.

3.10 Delay or Omission No Waiver. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

3.11 No Waiver of One Default To Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forebearance or an extension of time for the payment of any of the Indebtedness; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other instrument evidencing or securing the Indebtedness or any part thereof or otherwise governing Mortgagor's responsibilities in connection with the Indebtedness or the Mortgaged Property; (d) releases any part of the Mortgaged Property from the lien of this Mortgage or any other instrument securing the Indebtedness or any part thereof; (e) consents to the filing of any map, plat or replat of the Land or any part thereof; (f) consents to the granting of any easement on the Land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or

omission shall release, discharge, modify, change or affect the original liability under this Mortgage or otherwise of Mortgagor, or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signer, endorser, surety or guarantor. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage be altered thereby.

3.12 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument evidencing or securing the Indebtedness or otherwise governing Mortgagor's responsibilities in connection with the Indebtedness or the Mortgaged Property or any part thereof, is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument evidencing or securing the Indebtedness or any part thereof, or now or hereafter existing at law, in equity or by statute.

3.13 Discontinuance of Proceedings; Position of Parties Restored. If the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred or had been taken.

3.14 Interest After Event of Default; Default Rate. If an Event of Default shall have occurred, the Indebtedness shall, at Mortgagee's option, bear interest at the Default Rate set forth in the Note (the "Default Rate"). In such event, any deferred interest provision, as contained in the Note, shall be inoperative, and interest at the Default Rate shall be currently payable.

ARTICLE FOUR

Transfer or Further Encumbrance of Mortgaged Property

4.01 Option to Accelerate; Consent of Mortgagee. In the event of any sale, conveyance, transfer, pledge or further encumbrance of the Mortgaged Property, or of any interest in or any part of the Mortgaged Property, by operation of law or otherwise, or of any interest in Owner, Beneficiary (other than any limited partnership interest), any general partner of Beneficiary, any partner of any general partner of Beneficiary or any Guarantor, or in the event of any other change in the ownership or composition of Owner, Beneficiary (other than changes in limited partnership interests), any general partner of Beneficiary, any partner of any general partner of Beneficiary or any Guarantor, or any further assignment of the beneficial interest in the Land Trust, or any further assignment of rents from the Mortgaged Property or any part thereof, or any lease of all or substantially all of the Mortgaged Property, the Land or the Improvements, without the prior written consent of Mortgagee, then, at Mortgagee's option, Mortgagee may declare the Indebtedness to be due and payable immediately, and upon such declaration the Indebtedness shall immediately become and be due and payable without demand or notice. Mortgagee's consent shall be within its sole and absolute discretion, and Mortgagee specifically reserves the right to condition its consent upon (by way of illustration but not by way of limitation) its approval of the financial and/or management ability of the purchaser, transferee, lessee, pledgee or assignee, upon an agreement to escalate the interest rate of the Note to Mortgagee's then current interest rate for similarly situated properties, upon the assumption of the obligations and liabilities of the Note and this Mortgage by the purchaser, transferee, lessee, pledgee or assignee, upon the receipt of guarantees of the Indebtedness satisfactory to Mortgagee and upon payment to Mortgagee of a reasonable assumption fee.

4.02 Subsequent Owner. Any purchaser, transferee, lessee, pledgee or assignee shall be deemed to have assumed and agreed to pay the Indebtedness and to have assumed and agreed to be bound by the terms and conditions of

this Mortgage (including, without limitation, the terms of this paragraph) unless Mortgagee specifically agrees in writing to the contrary. Mortgagor agrees that, in the event ownership of the Mortgaged Property, or any part thereof, or of the beneficial interest in the Land Trust, becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage and the Note and all obligations hereby secured without in any way vitiating or discharging Mortgagor's liability hereunder or under the Note and other obligations hereby secured. No transfer or encumbrance of the Mortgaged Property or any interest therein and no forbearance or assumption by any person with respect to this Mortgage and no extension to any person of the time for payment of the Indebtedness shall operate to release, discharge, modify, change or affect the liability of Mortgagor or the Guarantor, either in whole or in part, unless Mortgagee specifically agrees in writing to the contrary.

ARTICLE FIVE

Miscellaneous Provisions

5.01 Heirs, Successors and Assigns Included in Parties. Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

5.02 Addresses for Notices, etc.

(a) Any notice, report, demand or other instrument authorized or required to be given or furnished under this Mortgage to Mortgagor or Mortgagee shall be deemed given or furnished (i) when addressed to the party intended to receive the same, at the address of such party set forth below, and delivered at such address or (ii) three (3) days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, addressed to the party intended to receive the same, at the address of such party set forth below, whether or not the same is actually received by such party:

Mortgagee: Security Capital Credit Corporation
655 Winding Brook Drive
Glastonbury, Connecticut 06033
Attention: Real Estate Division

Copy to: Thompson & Knight
3300 First City Center
1700 Pacific Avenue
Dallas, Texas 75201
Attention: Harry M. Roberts, Jr., Esq.

Mortgagor: American National Bank and Trust Company of Chicago
30 North La Salle Street
Chicago, Illinois 60690
Attention: Land Trust Department

and

Cambridge Investors I Limited Partnership
750 Main Street
Hartford, Connecticut 06103
Attention: Russell J. Blair, Esq.

Copy to: Hebb & Gitlin
A Professional Corporation
One State Street
Hartford, Connecticut 06103
Attention: John J. Gillies, Jr., Esq.

(b) Any party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties. No notice, report, demand or other instrument given to Mortgagor hereunder shall be invalidated or rendered ineffective due to any failure to give, or delay in giving, a copy of such notice, report, demand or other instrument to any party to whom such copy is to be given as provided above.

5.03 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

5.04 Provisions Subject to Applicable Laws; Invalid Provisions To Affect No Others. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable. In the event that any of the covenants, agreements, terms or provisions contained in the Note, or in this Mortgage or in any other instrument securing the Indebtedness shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other instrument securing the Indebtedness shall be in no way affected, prejudiced or disturbed thereby.

5.05 Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of 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 lien or encumbrance. The modification of this Mortgage or of the Note or any other instrument evidencing or securing the Indebtedness or the release of any part of the Mortgaged Property from the lien hereof shall not impair the priority of the lien hereof.

5.06 Governing Law. Except as provided in paragraph 5.11, this Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

5.07 Management. Mortgagor covenants that at all times prior to the payment in full of the Indebtedness, the Mortgaged Property shall be managed by Mortgagor or by a management company which shall have been approved in writing by Mortgagee and pursuant to a management agreement which shall have been approved in writing by Mortgagee prior to the execution thereof.

5.08 Required Notices. Mortgagee shall notify Mortgagor promptly of the occurrence of any of the following: (i) receipt of notice from any governmental authority relating to the Mortgaged Property; (ii) receipt of any notice from any tenant leasing all or any portion of the Mortgaged Property; (iii) any change in the occupancy of the Mortgaged Property; (iv) receipt of any notice from the holder of any other lien or security interest in the Mortgaged Property; or (v) commencement of any judicial or administrative proceedings by or against or otherwise affecting Owner, Beneficiary, any general partner of Beneficiary, any partner of any general partner of Beneficiary, Guarantor, the Mortgaged Property or any entity controlled by or under common control with Beneficiary or Guarantor, or any other action by any creditor thereof as a result of any default under the terms of any loan.

5.09 Exculpatory Clause. This Mortgage is executed by American National Bank and Trust Company of Chicago, a national banking association, not personally but solely as trustee under a Trust Agreement dated as of January 1, 1988, and known as Trust No. 104369-05, in the exercise of the authority conferred upon it as such trustee. It is agreed that nothing contained in this Mortgage or the Note shall be construed as creating any liability on American National Bank and Trust Company of Chicago in its individual capacity to pay the Note or any interest that may accrue thereon or any fee or charge that may become payable under this Mortgage or the Note, all such liability, if any, being hereby waived by Mortgagee and by every

person hereafter claiming any right or security hereunder. This section 5.09 shall not affect the liability of any person or entity other than Owner as such trustee.

5.10 Maximum Amount of Indebtedness Secured Hereby. This Mortgage shall secure not only the Indebtedness but also such amounts and expenses expended or incurred by Mortgagee to protect and preserve its interest in the Mortgaged Property and which are permitted pursuant to this Mortgage and by law, and which are made within twenty (20) years from the date hereof, to the same extent as if such amounts were made on the date of the execution hereof, although there may be no advance made at the time of such execution and although there may be no indebtedness outstanding at the time such amounts are spent. At no time, however, shall the principal amount and other indebtedness secured by this Mortgage, not including sums advanced pursuant hereto to protect the security of this Mortgage, exceed Twenty-Five Million Dollars ($25,000,000).

5.11 Usury. It is the intent of Mortgagee and Mortgagor in the execution of the Note, this Mortgage and all other instruments now or hereafter securing the Indebtedness or executed in connection therewith to contract in strict compliance with applicable usury law. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in the Note, this Mortgage or in any other instrument securing the Indebtedness executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Neither Mortgagor nor any guarantors, endorsers or other parties now or hereafter becoming liable for payment of the Indebtedness shall ever be required to pay interest at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this paragraph shall control over all other provisions of the Note, this Mortgage and any other instruments now or hereafter executed in connection herewith which may be in apparent conflict herewith. Mortgagee expressly disavows any intention to charge or collect excessive unearned interest or finance charges in the event the maturity of the Note is accelerated. In the event that Mortgagee shall collect monies which are deemed to constitute interest which would increase the effective interest rate on the Indebtedness to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the lawful rate shall, upon such determination, at the option of Mortgagee, be either immediately returned to Mortgagor or credited against the principal balance of the Note then outstanding, without further penalty to Mortgagor. By execution of this Mortgage, Mortgagor acknowledges that Mortgagor believes the Loan to be non-usurious and agrees that if, at any time, Mortgagor should have reason to believe that the Loan is in fact usurious, Mortgagor will give Mortgagee notice of such condition and Mortgagor agrees that Mortgagee shall have ninety (90) days in which to make appropriate refund or other adjustment

in order to correct such condition if in fact such exists. The term "applicable law" as used in this paragraph shall mean the laws of the State of Connecticut or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, as Trustee as aforesaid, acting herein by _____, its _____, and Cambridge Investors I Limited Partnership, as Beneficiary as aforesaid, acting herein by Cambridge Associates, its general partner, hereunto duly authorized, has executed this Mortgage as of the day and year first above written.

ATTEST:

By _____
Its ASST SECT

[CORPORATE SEAL]

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

By _____
Its VP

CAMBRIDGE INVESTORS I LIMITED PARTNERSHIP

By Cambridge Associates
Its General Partner

By _____
Russell J. Blair
Partner

Witness:

Elizabeth A. Daley
Elizabeth A. Daley

TRUSTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss. Chicago
COUNTY OF COOK)

I, ELLA DAVIDSON, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT [illegible] [name], VICE PRESIDENT [title], and [illegible] BAKER [name], [illegible] [title], respectively of American National Bank and Trust Company of Chicago, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT [title] and [illegible] [title], appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said national banking association for the uses and purposes therein set forth; and the said [illegible] [title] acknowledged that [s]he, as custodian of the corporate seal of said national banking association did affix said corporate seal to said instrument as [his/her] own free and voluntary act and as the free and voluntary act of said national banking association, for said uses and purposes, including the waiver of the right of redemption set forth therein.

GIVEN under my hand and notarial seal this FEB 1 1988 day of January, 1988.

Ella Davidson

Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Illinois
My Commission Expires 12/20/90

[SEAL]

BENEFICIARY'S ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) ss. Hartford
COUNTY OF HARTFORD)

Middlesex I, Thomas J. Lane Jr., a Notary Public in and for and residing in ~~said~~ County and State DO HEREBY CERTIFY THAT Russell T. [illegible], a partner of Cambridge Associates, a Connecticut partnership, the general partner of Cambridge Investors I Limited Partnership, a Connecticut limited partnership, beneficiary under a certain land trust created by Trust Agreement dated as of January 1, 1988, and known as Trust No. 104369-05, the trustee of which is American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary

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act, as the free and voluntary act of such partnership and as the free and voluntary act of such limited partnership, for the uses and purposes, including the waiver of the right of redemption set forth therein.

GIVEN under my hand and notarial seal this 28 day of January, 1988.

Notary Public

My Commission Expires:
THOMAS J. LOVE, JR.
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1991

[SEAL]

88052003

EXHIBIT A

SECURED PROMISSORY NOTE

$19,500,000 Hartford, Connecticut January 22, 1988

FOR VALUE RECEIVED, the undersigned, CAMBRIDGE INVESTORS I LIMITED PARTNERSHIP, a Connecticut limited partnership, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but solely as Trustee under a Trust Agreement dated as of January 1, 1988, and known as Trust No. 104369-05, the sole beneficiary of which is Cambridge Investors I Limited Partnership, hereby jointly and severally promise to pay to the order of SECURITY CAPITAL CREDIT CORPORATION, a Delaware corporation having its principal place of business at 655 Winding Brook Drive, Glastonbury, Connecticut 06033, the principal sum of NINETEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($19,500,000.00), or so much thereof as shall be advanced or added to principal as hereinafter provided, together with interest on the unpaid principal balance hereof from date of advancement until said indebtedness shall have been paid in full at the rate or rates hereinafter provided, both principal and interest payable as hereinafter provided in lawful money of the United States of America by bank wire at New York, New York in the manner described below or by such other method or at such other place as from time to time may be designated by the holder of this Note.

The unpaid principal of this Note from time to time outstanding shall bear interest at a fluctuating rate per annum equal to two percentage points (2%) over the Base Rate (as hereinafter defined), provided that in no event shall such interest rate exceed the maximum interest rate permitted under applicable law. The aforesaid interest rate shall fluctuate monthly, with the interest rate for each month being based upon the Base Rate in effect at the close of business on the last day of the immediately preceding month. As used in this paragraph, "Base Rate" shall mean the greater of (i) the highest rate announced from time to time as the prime rate, prime commercial rate, base rate, corporate base rate or other similar designation by Citibank, N.A., for prime commercial loans to large business borrowers, which rate may not be the lowest rate charged by such bank, or (ii) the most recent 90-day commercial paper dealer rate, as published from time to time in the Wall Street Journal "Federal Reserve Report" or otherwise by the Federal Reserve. The use of the terms "prime rate", "prime commercial rate", "base rate", "corporate base rate" or other similar designation is not intended to nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by said financial institution to its most creditworthy customers. Interest shall be calculated on the daily unpaid principal balance of this Note based on the actual number of days elapsed during the period for which interest is being charged, over a year of 360 days, provided that in no event shall the undersigned be required to pay a rate of interest in excess of the maximum interest rate permitted under applicable law. The interest rate described in this paragraph is sometimes hereinafter called the "Stated Interest Rate."

Upon the occurrence of an Event of Default (as hereinafter defined), the entire outstanding principal balance of this Note, at the option of the holder of this Note, shall bear interest, from the date of such occurrence until payment (including any period of time occurring after judgment), at the "Default Rate", being the lower of (a) the maximum interest rate permitted under applicable law, or (b) three percentage points (3%) in excess of the Stated Interest Rate (as the same may vary from time to time). If any payment under this Note is not paid on or before five (5) days after the date when such

payment is due, the undersigned shall pay to the holder of this Note a late charge equal to five percent (5%) of such payment, to cover additional expenses involved in handling such overdue payment. Such late charge shall be in addition to, and not in lieu of, any other remedy which the holder of this Note may have and is in addition to any fees and charges of any agents or attorneys which the holder of this Note may employ upon the occurrence of an Event of Default. The aforesaid increased interest and late charge, when and if applicable, shall be due and payable immediately without notice or demand.

Interest only on this Note shall be due and payable monthly as it accrues on the first day of each month beginning March 1, 1988, and continuing regularly thereafter until January 1, 1993 (herein called the "Maturity Date"), on which date all unpaid principal of and accrued interest on this Note and all other charges hereunder shall be due and payable. All payments which are due on a Saturday, Sunday or banking holiday shall be deemed payable on the next business day on which both of the banks which transmit and receive the payments as set forth herein are open.

Interest on the outstanding principal of this Note shall accrue at the Stated Interest Rate but, notwithstanding the foregoing paragraph, if any monthly installment of interest accrued at the Stated Interest Rate shall exceed the installment that would be payable if interest for such month were calculated on the principal balance of this Note at the Cash Payment Rate (as hereinafter defined), then, regardless of the amount of interest accrued for such month at the Stated Interest Rate, the undersigned may, at its option, actually pay to the holder of this Note with respect to such month only such interest as would have been payable if interest had been calculated at the Cash Payment Rate. In such event, the difference between (i) interest which has actually accrued on the principal balance of this Note for such month at the Stated Interest Rate, and (ii) interest which has actually been paid by the undersigned for such month pursuant to this paragraph, shall be added to the principal amount of this Note as of the date such amount would have been payable in the absence of this paragraph and shall accrue interest from such date at the rate or rates applicable to the principal balance of this Note until paid. Notwithstanding the foregoing, the undersigned shall not have the option to defer payment of any accrued interest for any month as provided above if (x) an Event of Default shall then exist, or (y) the Deferred Amount (as hereinafter defined) then outstanding would exceed $1,950,000, as such maximum Deferred Amount may be reduced by partial prepayment of principal as hereinafter provided (such maximum Deferred Amount, as same may be so reduced, herein called the "Maximum Deferred Amount"). The aggregate amount of all interest from time to time added to principal pursuant to this paragraph (herein called the "Deferred Amount") shall be paid as provided below. If any monthly installment of interest accrued at the Stated Interest Rate shall be less than the installment that would be payable if interest for such month were calculated on the principal balance of this Note at the Cash Payment Rate, and if any Deferred Amount shall be outstanding, then, on the first day of the immediately following month, in addition to any amounts otherwise payable at such time under this Note, the undersigned shall pay to the holder of this Note an amount equal to the lesser of (i) the then outstanding Deferred Amount, or (ii) the amount by which (x) the installment that would be payable for such month if interest were calculated at the Cash Payment Rate, exceeds (y) the installment of interest accrued for such month at the Stated Interest Rate. Such payment shall be applied to reduce the then outstanding Deferred Amount. If any monthly installment of interest accrued at the Stated Interest Rate shall be less than the installment that would be payable if interest for such month were calculated on the principal balance of this Note at the

Cash Payment Rate, and if no Deferred Amount shall be outstanding, the installment owing for such month shall be that accrued at the Stated Interest Rate. Unless sooner paid in accordance with this Note, the Deferred Amount shall be payable on the first to occur of (i) prepayment in full of this Note, (ii) acceleration of the maturity of this Note, or (iii) the Maturity Date. All references in this Note to the principal balance of this Note shall include, without limitation, any Deferred Amount which has been added to the principal balance of this Note as provided herein. As used herein, the term "Cash Payment Rate" shall mean (x) nine and one-fourth percent (9.25%) per annum during the period commencing on the date of this Note and ending on the first anniversary date of this Note, (y) nine and one-half percent (9.50%) per annum during the period commencing on the date immediately following the first anniversary date of this Note and ending on the second anniversary date of this Note, and (z) ten and one-fourth percent (10.25%) per annum at any time after the second anniversary date of this Note.

All payments made hereunder and all payments required under the Security Documents shall be made by bank wire transfer of federal funds to Bank of New York, New York, New York 10019, ABA No. 021000018, for account of Security Capital Credit Corporation, Account No. 06-8659, or at such other place and in such other manner as may be designated in writing from time to time by the holder of this Note.

This Note is secured by the instruments described in Schedule I attached hereto and made a part hereof for all purposes, to which instruments reference is hereby made for a description of the property covered thereby, the nature and extent of the security thereunder and the rights and powers of the holder of this Note in respect of such security (such instruments, together with any other instruments now or hereafter executed in favor of the holder of this Note which in any manner constitute additional security for the indebtedness evidenced by this Note, herein collectively called the "Security Documents"). Upon the occurrence of an Event of Default, the holder of this Note or any part thereof shall have the option of declaring the principal balance hereof and the interest accrued hereon and all other charges hereunder to be immediately due and payable.

The undersigned may prepay all, but not less than all (except in accordance with the provisions of that certain letter agreement dated of even date herewith, executed by the payee of this Note and Cambridge Investors I Limited Partnership, providing a mechanism for release of property from the liens and security interests created by the Security Documents), of the unpaid principal balance of this Note, provided that no prepayment shall be permitted hereunder unless (i) the holder of this Note shall have received ninety (90) days prior written notice of such prepayment; (ii) all unpaid interest on the prepaid principal accrued to the prepayment date and all other charges hereunder are paid at the time of such prepayment; and (iii) if such prepayment is a prepayment of all the unpaid principal balance of this Note and shall be made before October 1, 1992, such prepayment shall be accompanied by a prepayment privilege charge equal to (x) one and one-half percent (1.50%) of the then principal balance of this Note if prepayment is made during the period commencing on the date of this Note and ending on the first anniversary date of this Note and (y) one percent (1.00%) of the then principal balance of this Note if prepayment is made during the period commencing on the date immediately following the first anniversary date of this Note and ending on October 1, 1992. The undersigned may prepay a part of the unpaid principal balance of this Note upon and subject to the terms and conditions of the aforementioned letter agreement, including, without limitation, payment of the "Prepayment Premium"

provided for therein. Concurrent with such a partial prepayment, the Maximum Deferred Amount shall be reduced by an amount equivalent to ten percent (10%) of the "Release Price" paid pursuant to the terms of the aforementioned letter agreement.

If the maturity of this Note shall be accelerated for any reason, then a tender by the undersigned or by anyone on behalf of the undersigned of the amount necessary to satisfy all sums due hereunder, made at any time prior to the sale or other conveyance of the property encumbered by those Security Documents which constitute deeds of trust and/or mortgages pursuant to the provisions thereof, shall constitute an evasion of the payment terms of this Note and shall be deemed to be a voluntary prepayment hereunder, and any such payment, to the extent permitted by law, shall require the concurrent payment of the aforesaid prepayment privilege charge. Notwithstanding the provisions of this paragraph, no prepayment privilege charge shall be payable in connection with any prepayment of this Note solely by reason of the application of insurance or condemnation proceeds in reduction of the indebtedness evidenced by this Note in the event of any casualty to or condemnation of the property encumbered by the Security Documents.

Time is of the essence in the performance of all obligations of the undersigned under this Note and under the Security Documents.

It shall be an Event of Default hereunder if the undersigned shall fail to pay, when due, all amounts owing hereunder on the Maturity Date or upon acceleration of the maturity hereof, or if the undersigned shall fail to pay any installment payment owing hereunder on or prior to the fifth (5th) day after the due date thereof, or if an "Event of Default" shall occur under any of the Security Documents.

It is the intent of the payee of this Note and the undersigned in the execution of this Note and any and all Security Documents to contract in strict compliance with applicable usury law. In furtherance thereof, the said payee and the undersigned stipulate and agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Neither the undersigned nor any guarantors, endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this paragraph shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith which may be in apparent conflict herewith. The holder of this Note expressly disavows any intention to charge or collect excessive unearned interest or finance charges in the event the maturity of this Note is accelerated. If the maturity of this Note shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the loan evidenced by this Note exceeds the applicable maximum lawful rate, the holder of this Note shall refund to the undersigned the amount of such excess or shall credit the amount of such excess against the principal balance of this Note then outstanding. In the event that the said payee or any other holder of this Note shall collect monies which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed

to constitute interest in excess of the lawful rate shall, upon such determination, at the option of the holder of this Note, be either immediately returned to the undersigned or credited against the principal balance of this Note then outstanding, without further penalty to such holder. By execution of this Note the undersigned acknowledges that it believes the loan evidenced by this Note to be non-usurious and agrees that if, at any time, the undersigned should have reason to believe that such loan is in fact usurious, it will give the holder of this Note notice of such condition and the undersigned agrees that said holder shall have ninety (90) days in which to make appropriate refund or other adjustment in order to correct such condition if in fact such exists. The term "applicable law" as used in this Note shall mean the laws of the State of Connecticut or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future.

Should the indebtedness represented by this Note or any part thereof be collected at law or in equity or through any bankruptcy, receivership, probate or other court proceedings or if this Note is placed in the hands of attorneys for collection after default, the undersigned and all endorsers, guarantors and sureties of this Note jointly and severally agree to pay in addition to the principal and interest due and payable hereon reasonable attorneys' and collection fees.

The undersigned and all endorsers, guarantors and sureties of this Note and all other persons liable or to become liable on this Note severally waive presentment for payment, demand, notice of demand and of dishonor and nonpayment of this Note, notice of intention to accelerate the maturity of this Note, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party, and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity.

This Note and the rights and duties of the parties hereunder shall be governed for all purposes by the law of the State of Connecticut and the law of the United States applicable to transactions within such state.

This Note is executed by American National Bank and Trust Company of Chicago, the undersigned Trustee, not personally but solely as Trustee under the terms of that certain Trust Agreement dated as of January 1, 1988, and known as Trust No. 104369-05; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, individually or for the purpose of binding it personally, but as acts performed solely in the exercise of the powers conferred upon it as such Trustee under said Trust Agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, American National Bank and Trust Company of Chicago on account hereof, or on account of any covenant, undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

This Secured Promissory Note is executed as of January 22, 1988.

Witness:

_____

CAMBRIDGE INVESTORS I LIMITED PARTNERSHIP, a Connecticut limited partnership

By Cambridge Associates, a Connecticut general partnership, its General Partner

By: _____
Russell J. Blair, Partner

Witness:

_____

ATTEST:

By _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but solely as Trustee under Trust Agreement dated as of January 1, 1988, and known as Trust No. 104369-05

By: _____
Name: _____
Title: _____

TRUSTEE'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss. Chicago
COUNTY OF COOK)

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT _____[name], _____[title], and _____[name], _____[title], respectively of American National Bank and Trust Company of Chicago, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ [title] and _____ [title], appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said national banking association for the uses and purposes therein set forth; and the said _____ _____[title] acknowledged that [s]he, as custodian of the corporate seal of said national banking association did affix said corporate seal to said instrument as [his/her] own free and voluntary act of said national banking association, for said uses and purposes.

GIVEN under my hand and notarial seal this _____ day of _____, 1988.

_____
Notary Public

My Commission Expires:

_____

[SEAL]

SCHEDULE I

(Description of Security Documents)

A. Texas Properties:

1. Deed of Trust, Mortgage and Security Agreement executed by Cambridge Investors I Limited Partnership, a Connecticut limited partnership ("Borrower") in favor of Harry M. Roberts, Jr., Trustee, for the benefit of Security Capital Credit Corporation, a Delaware corporation ("Lender").

2. Assignment of Leases and Rents executed by Borrower in favor of Lender.

B. Illinois Property:

1. Mortgage and Security Agreement executed by Borrower and American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated as of January 1, 1988 and known as Trust No. 104369-05 (the "Land Trust"), in favor of Lender.

2. Assignment of Leases and Rents executed by Borrower and the Land Trust in favor of Lender.

3. Assignment and Security Agreement executed by and among Borrower, the Land Trust and Lender.

C. North Carolina Property:

1. Deed of Trust and Security Agreement executed by Borrower in favor of Kenneth M. Greene, Trustee, for the benefit of Lender.

2. Assignment of Leases and Rents executed by Borrower in favor of Lender.

D. California Properties:

1. Deed of Trust, Assignment of Rents and Security Agreement executed by Borrower in favor of the Trustee named therein for the benefit of Lender.

2. Assignment of Leases and Rents executed by Borrower in favor of Lender.

SCHEDULE A

(LEGAL DESCRIPTION)

PARCEL 1:

Lot 3 in Walden International Subdivision of part of Fractional Section 1 and part of the North 1/2 of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, as shown on plat of subdivision recorded January 30, 1980 as Document Number 25342431.

PARCEL 2:

Easements for the benefit of Parcel 1 for storm water drainage and ingress and egress, as established by Declaration of Protective Covenants dated March 17, 1980 and recorded with the Cook County Recorder of Deeds on March 28, 1980, as Document No. 25406331, and easement for the benefit of all owners of lots in Walden International Subdivision for utilities as established by plat recorded January 30, 1980, as Document No. 25342431.

PARCEL 3:

Perpetual, non-exclusive easement for the benefit of Parcel 1 for ingress and across to, and egress from the office building located on Parcel 1 as established by Agreement dated May 19, 1983 and recorded June 13, 1983 as Document No. 26640290 over the following land:

A triangular parcel of land in Lot 4 in Walden International Subdivision, being a subdivision of part of fractional Section 1 and part of the North 1/2 of Section 12, both in Township 41 North, Range 10 East of the Third Principal Meridian, as shown on plat of subdivision recorded January 30, 1980 as Document number 25342431, more particularely described as follows:

Commencing at the northwest corner of said Lot 4; thence South 85 degrees, 58 minutes, 18 seconds East along the north line of said Lot 4, a distance of 260.55 feet to a point in the southwestly edge of an existing concrete walk to the point of beginning; thence South 85 degrees, 58 minutes, 18 seconds East continuing along the north line of Lot 4, a distance of 74.35 feet to a point in the southeasterly edge of an existing concrete walk; thence South 50 degrees, 47 minutes, 3 seconds West along the southeasterly edge of said existing concrete walk, a distance of 53.88 feet to a point 36.95 feet South, measured at right angles of said north line of Lot 4; thence North 39 degrees, 31 minutes 27 seconds West along the southwesterly edge of said existing concrete walk, a distance of 50.94 feet to the point of beginning, all in Cook County, Illinois.

Permanent Tax Number: 07-12-101-016, Volume 187. 20 A
Permanent Tax Number: ~~07-01-101-005,~~ Volume 187.

Property Address: 1931 Meacham Drive, Schaumburg, Illinois.

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Schedule B

(Permitted Encumbrances)

Illinois

1. Lien for taxes not yet due and payable.

2. Easement for public utilities and drainage as shown on the plat of subdivision recorded as Document Number 25342431 and as shown on survey prepared by James, Schaeffer & Schimming, Inc., dated December 23, 1987, last revised January 14, 1988. (Affects Parcel I)

3. Easement granted to Illinois Bell Telephone Company and Commwealth Edison Company, their respective successors and assigns, as shown on the plat of subdivision recorded as Document Number 25342431 and as shown on survey prepared by James, Schaeffer & Schimming, Inc., dated December 23, 1987, last revised January 14, 1988. (Affects Parcel I)

4. Easement granted to Northern Illinois Gas Company, as shown on the plat of said subdivision recorded as Document Number 25342431 and as shown on survey prepared by James, Schaeffer & Schimming, Inc., dated December 23, 1987, last revised January 14, 1988. (Affects Parcel I)

5. Easements for public utilities as contained on the plat of subdivision recorded as Document No. 25342431 and as shown on survey prepared by James, Schaeffer & Schimming, Inc., dated December 23, 1987, last revised January 14, 1988. (Affects Parcel I)

6. Terms, provisions, covenants, conditions and restrictions contained in Declaration of Protective Covenants dated March 17, 1980 recorded March 28, 1980 as Document No. 25406331. (Affects Parcels I, II and III)

7. Easement for electric service dated September 5, 1980 recorded October 8, 1980 as Document No. 25615940 to Commonwealth Edison Company, and as shown on survey prepared by James, Schaeffer & Schimming, Inc., dated December 23, 1987, last revised January 14, 1988. (Affects Parcel I)

8. Easement dated November 30, 1982 recorded March 28, 1983 as Document No. 26548968 to Commonwealth Edison Company, and as shown on survey prepared by James, Schaeffer & Schimming, Inc., dated December 23, 1987, last revised January 14, 1988. (Affects Parcel I)

9. Easements created and granted by Agreement dated May 19, 1983 recorded June 13, 1983, as Document No. 26640290 and as shown on survey prepared by James, Schaeffer & Schimming, Inc., dated December 23, 1987, last revised January 14, 1988 as follows:

   (a) Easement for underground general uitlity purposes, including without limitation, electricity, gas, water, storm sewer, and telephone, under that part of Parcel I consisting of a 20 foot strip of land located between the part of the Westerly boundary line of the right of way of Thoreau Drive which bounds Parcel I and a line upon Parcel 1 twenty (20) feet West of and parallel to said Thoreau Drive boundary line and for the construction, maintenance, repair and replacement of said utilities;

(b) Easement for ingress and egress for pedestrian and vechicular traffic over, upon and across driveways and traffic lanes and all other open and/or public areas on Parcel I

10. Terms, conditions and provisions of Agreement dated May 19, 1983, recorded June 13, 1983 as Document No. 26640290. (Affects Parcel III)

11. Rights of tenants in possession, as tenants only, under unrecorded leases, as follows:

    a. Page America
    b. Progressive Casualty Insurance
    c. North Communities Health Plan, Inc. (Pru Care)
    d. Ramsell & Associates
    e. The Seiler Corporation
    f. GSA/IRS

12. Encroachment by pavement and curb of parking area of the subject property onto adjoining property over the most southerly of the southwesterly property lines of Parcel 1, as shown on survey by James, Schaeffer & Schimming, Inc., dated December 23, 1987, last revised January 14, 1988. (Affects Parcel I)

13. The following utility lines not located within recorded easements as shown on survey prepared by James, Schaeffer & Schimming, Inc., dated December 23, 1987, last revised January 14, 1988:

    a. 18" storm sewer lines, manholes and catch basins;
    b. 24" storm sewer line and catch basin; and
    c. electric utility vault.

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DEPT-01 RECORDING $46.00
T#1111 TRAN 0992 02/03/88 14:57:00
#2102 # A *-88-052003
COOK COUNTY RECORDER

88052003

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