

MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT made as of the 15th day of March, 1988, between REPUBLIC SAVINGS BANK, F.S.B., a federal savings bank, having its principal office and place of business at 216 West Jackson Boulevard, Suite 901, Chicago, Illinois 60606 ("Lender") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated March 8, 1988 and known as Trust No. 104843-01 ("Borrower");

W I T N E S S E T H:

WHEREAS, the Borrower and CFMS-I, an Illinois general partnership and the beneficiary of Borrower ("Beneficiary") have executed and delivered to the Lender a Note (Secured) of even date herewith payable to the order of Lender in the principal amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00), or such lesser amount as may be disbursed thereon (said note, together with all notes issued in substitution or exchange therefor as any of the foregoing may from time to time be amended, is hereinafter called the "Project Note") and a Note (Secured) of even date herewith payable to the order of Lender in the principal amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00), or such lesser amount as may be disbursed thereon (said Note, together with all notes issued in substitution or exchange therefor as any of the foregoing may from time to time be amended, is hereinafter called the "Equity Note") (said Project Note and Equity Note are hereinafter sometimes referred to together as the "Notes"), which Notes bear interest and are payable to Lender as more fully described therein and which Notes shall mature as provided therein but in no event later than April 1, 1992; and

WHEREAS, Lender is desirous of securing the prompt payment of the Notes together with interest and any premium thereon in accordance with the terms of the Notes, and any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to (i) the Notes, (ii) this Mortgage (said Mortgage, as same may be amended from time to time, being herein called the "Mortgage"), (iii) that certain Junior Mortgage, Assignment of Rents and Security Agreement of even date herewith from American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated August 24, 1984 and known as Trust No. 62023 to Lender which encumbers the property described therein, (iv) that certain Junior Mortgage, Assignment of Rents and Security Agreement of even date herewith from American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated October 10, 1983 and known as Trust No. 59401 to Lender which encumbers the property described therein (the Mortgages referred to in items (iii) and (iv), as same may be amended from time to time, are hereinafter sometimes referred to together as the "Additional Mortgages"), (v) the Loan Agreement of even date herewith between Lender and Beneficiary (said Loan Agreement, as same may be amended from time

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to time, being herein called the "Loan Agreement"), or (vi) any other document or instrument securing the indebtedness evidenced by the Notes;

NOW, THEREFORE, to secure the performance and observance by the Borrower and Beneficiary of all of the terms, covenants and conditions in the Notes, in this Mortgage, in the Additional Mortgages and in the Loan Agreement contained, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to the Borrower duly paid by the Lender on or before the delivery of this Mortgage, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Borrower has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, warrant and confirm, unto the Lender and its successors and assigns, forever, all of the following described property (which is hereinafter sometimes referred to as the "Mortgaged Property"), to-wit:

A. All those certain tracts, pieces or parcels of land more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Land");

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all furnishings, furniture, fixtures, machinery, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, all warehouse receipts or other documents of title relating to any of the foregoing and all permits, licenses and franchises now or hereafter owned by the Borrower or Beneficiary and not owned by tenants, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with the benefit of any deposits or payments now or hereafter made by the Borrower or on its behalf in connection with any of the foregoing; and

C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property, or any part thereof, or which hereafter shall in any way belong, relate or be

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appurtenant thereto, whether now owned or hereafter acquired by the Borrower and the reversion and reversions, remainder and remainders, and the rents, issues, profits and revenues of the Mortgaged Property from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits, escrow funds and reserve funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein contained;

WITHOUT limitation of the foregoing, the Borrower hereby further grants unto the Lender, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which property includes, without limitation, goods which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the principal and interest evidenced by the Notes and (b) performance of each and every of the covenants, conditions and agreements contained in this Mortgage, in the Additional Mortgages, in the Notes, in the Loan Agreement, and in any other agreement, document or instrument to which reference is expressly made in this Mortgage or which secures the Notes (all of which are sometimes referred to as the "indebtedness secured hereby" or the "indebtedness").

It is expressly understood and agreed that the indebtedness secured hereby will in no event exceed two hundred percent (200%) of the total face amount of the Notes.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Borrower shall pay or cause to be paid to the Lender the principal and interest payable pursuant to the Notes, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall keep, perform and observe all and singular the covenants and promises in the Notes, the Loan Agreement, the Additional Mortgages and in this Mortgage expressed to be kept, performed and observed by and on the part of the Borrower then this Mortgage shall cease, terminate and be void, but shall otherwise remain in full force and effect.

AND the Borrower covenants and agrees with the Lender that:

ARTICLE I

1.01 Performance of Notes and Mortgages. The Borrower will perform, observe and comply with all of the provisions hereof and of the Notes and will duly and punctually pay to the Lender the sum of money expressed in the Notes with interest thereon at the times and in the manner provided in the Notes and the Loan Agreement and all other sums required to be paid by the Borrower

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pursuant to the provisions of this Mortgage and of the Additional Mortgages, all without any deductions or credit for taxes or other similar charges paid by the Borrower.

1.02 Warranty of Title. At the time of the recordation of these presents, the Borrower is well seized of an indefeasible estate in fee simple in the portion of the Mortgaged Property which constitutes real property, and the Beneficiary owns good title to the portion of the Mortgaged Property which constitutes personal property, subject only to the matters set forth in Exhibit B attached hereto and made a part hereof, and has good right, full power and lawful authority to convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever other than those set forth in Exhibit B, including, as to the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature; and that the Borrower shall and will forever defend the title to the Mortgaged Property against the claims of all persons whomsoever.

1.03 Taxes. Borrower will pay before they become due, all taxes, assessments and other similar charges against the Mortgaged Property or any part thereof.

1.04 Taxes, Liens and Other Charges.

(a) The Borrower will pay promptly, when and as due, and will, upon Lender's request, promptly exhibit to the Lender receipts for the payment of, all taxes, assessments, water rates, license fees, dues, charges, fines and impositions of every nature whatsoever charged, imposed, levied or assessed or to be charged, imposed, levied or assessed upon or against the Mortgaged Property or any part thereof; or upon the interest of the Lender in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality or other taxing authority in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would or could become a lien or charge upon the Mortgaged Property, or any part thereof. Borrower shall have the right to protest any such taxes or assessments and, provided that such protest stays the date payment thereof is due and Borrower provides Lender with security for such payment reasonably satisfactory to Lender, Borrower may delay paying same but will pay same prior to any tax sale or sale of the Premises.

(b) The Borrower will not suffer any mechanic's, laborer's, materialmen's, statutory or other lien or any security interest or encumbrance to be created or to remain outstanding upon any of the Mortgaged Property unless same are bonded over in a manner reasonably satisfactory to Lender, in its sole judgment.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Lender, all sums secured by this Mortgage and all interest accrued thereon shall, without notice, become due and

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payable forthwith at the option of the Lender unless Lender is indemnified by Beneficiary in a manner reasonably satisfactory to Lender in its sole discretion.

(d) The Borrower will pay when due any charges for utilities, whether public or private, with respect to the Mortgaged Property or any part thereof and all license fees, rents or other charges for the use of vaults, canopies or other appurtenances to the Mortgaged Property.

1.05 No Tax Credits. The Borrower will not claim or demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Notes or on any other sums secured hereby, for so much of the taxes, assessments or similar charges assessed against the Mortgaged Property or any part thereof, as are applicable to the indebtedness secured hereby or to the Lender'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 Notes or this Mortgage.

1.06 Insurance. The Borrower will procure for, deliver to and maintain for the benefit of the Lender during the term of this Mortgage, all insurance required by the Loan Agreement. The Borrower shall pay for all premiums on such policies. The companies issuing such policies, and the amounts, forms, expiration dates and substance of such policies shall be in accordance with the Loan Agreement and such policies shall contain, in favor of the Lender, the New York Standard Non-Contributory Mortgagee Clause, or its equivalent, in a form satisfactory to the Lender. At least thirty (30) days prior to the expiration date of each such policy, renewal thereof satisfactory to the Lender shall be delivered to the Lender. The Borrower shall deliver to the Lender receipts evidencing the payment for all such insurance policies and renewals. The delivery of the insurance policies shall constitute an assignment as further security for the indebtedness secured hereby of all unearned premiums. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the indebtedness secured hereby, all right, title and interest of the Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

The Lender is hereby authorized and empowered, at its option, to make or file proofs of loss or damage and to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Lender agrees to consult with Borrower in connection with the filing of any such proof of loss or damage at such time as no Event of Default has occurred hereunder or under the Loan Agreement and no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could become an Event of Default hereunder or under the Loan Agreement. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Lender instead of to the Borrower. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, the Lender may apply, subject to the provisions of the next paragraph, the net proceeds or any part thereof, at its option, either toward

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restoring the Mortgaged Property or as a credit on any portion of the indebtedness secured hereby selected by it, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Borrower, on such terms and conditions as the Lender in its discretion may specify, to be used to repair the buildings, structures or improvements, or to build new ones in their place, or for any other purpose or object satisfactory to the Lender, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. The Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

In the event of loss or damage to the improvements on the Mortgaged Property if and only so long as no Event of Default has occurred hereunder or under the Loan Agreement and no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could give rise to an Event of Default hereunder or under the Loan Agreement, and provided (i) that the insurance proceeds are sufficient in the Lender's judgment, after first deducting and paying the reasonable expenses, if any, incurred by the Lender in the collection of the proceeds of the insurance, to complete the restoration of the damaged improvements within and to the maximum term of the Loan and to otherwise pay all costs and expenses relating thereto, or if such proceeds are not sufficient as above provided, Borrower shall deposit such deficiency with Lender or make other arrangements satisfactory to Lender to pay such deficiency, (ii) that Borrower provides Lender with evidence satisfactory to Lender that no major leases will be terminated by reason of such casualty loss or delay in completion, and (iii) that the insurance company shall not claim that, notwithstanding such payment to Lender, it had no liability to pay any or some portion of such proceeds to the Borrower, then the balance of the proceeds will be held and disbursed by the Lender, from time to time, for the purpose of the repair, restoration, building or rebuilding of the improvements in accordance with the Loan Agreement and such additional procedures as may be established by Lender.

1.07 Tax and Insurance Escrow. In order to secure the performance and discharge of the Borrower's tax and insurance obligations under this Article I, but not in lieu of such obligations, the Borrower will pay over to the Lender on the date each interest payment is due under the Notes, an amount, reasonably estimated by Lender, equal to one-twelfth (1/12th) of the next maturing annual real estate taxes, assessments and charges (which charges for purposes of this paragraph shall include without limitation water and sewer rents) and insurance premiums described in Paragraph 1.06, which, in the aggregate, shall in no event be less than one hundred ten percent (110%) of such taxes, assessments, charges and insurance premiums for the previous year. In addition, on the date hereof, Borrower will pay to the Lender an amount, reasonably estimated by Lender, equal to two-twelfths (2/12) of such taxes, assessments, charges and insurance premiums and such amount as Lender deems necessary (taking account of the monthly payments to be made by Borrower hereunder) to pay all such taxes, assessments and insurance premiums when due. Upon demand by the Lender, the Borrower shall deliver to the Lender such additional monies as are required to make up any deficiencies in the amounts necessary to enable the

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Lender to pay such taxes, assessments, charges and insurance premiums. Such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof. Lender shall apply such funds to the payment of such tax and insurance obligations, except that in the event of a default under any of the terms, covenants and conditions in the Notes, this Mortgage or any other instrument securing the Notes to be kept, performed or observed by Borrower, Lender may, upon notice to Borrower, apply to the reduction of the indebtedness secured hereby, in such manner as Lender shall determine, any amount under this Paragraph 1.07 remaining to Borrower's credit.

1.03 Condemnation. If all or any part of the Mortgaged Property (other than a portion which Lender reasonably deems insignificant) shall be damaged or taken through condemnation (which term, when used in this Mortgage, shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall, at the option of the Lender, become immediately due and payable. The Lender shall be entitled to all compensation to the extent of the indebtedness secured hereby, awards and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. Lender agrees to consult with Borrower in any suit, action or proceeding. All such compensation, awards, damages, claims, rights, actions and proceedings, and the right thereto, are hereby assigned by the Borrower to the Lender. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including reasonable attorneys' fees, the Lender may apply, subject to the provisions of the last paragraph of Section 1.06 above, which shall be applicable to the disbursement of condemnation proceeds, the net proceeds or any part thereof, at its option, either toward restoring the Mortgaged Property or as a credit on any portion of the indebtedness secured hereby selected by it whether then matured or to mature in the future, or for any other purpose or object satisfactory to the Lender without affecting the lien of this Mortgage. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights, actions and proceedings as the Lender may reasonably require. The Lender shall not be held responsible for any failure to collect any amount in connection with any such proceeding regardless of the cause of such failure.

1.09 Care of the Property.

(a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. The Borrower will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as otherwise provided herein or in the Loan Agreement, no buildings, structures, improvements, fixtures, personal property or other part of the Mortgaged Property shall be removed, added to, demolished or altered structurally to any extent or altered non-structurally in any material respect without

the prior written consent of the Lender, provided, however, that Borrower may make non-structural alterations to the Mortgaged Premises which do not impair the value of the Mortgaged Premises and which do not exceed \$50,000.00 in the aggregate for all such alterations. As to all other non-structural alterations, Lender agrees that its approval with respect thereto will not be unreasonably withheld.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Lender.

(d) The Lender or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours and upon reasonable notice during the term of this Mortgage.

(e) The Borrower will promptly comply, and cause the Mortgaged Property and the occupants or users thereof to comply with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof. Borrower shall have the right to contest any such laws, ordinances, orders, rules and regulations and other requirements provided that no Event of Default has occurred hereunder or under the Loan Agreement and no event has occurred or condition exists which, with the giving of notice or passage of time or both, could give rise to an Event of Default hereunder or under the Loan Agreement and, provided further, that Borrower has taken appropriate legal action with respect to such failure to comply and to stay the operation of such laws so that such failure to comply will not result in any criminal penalties or any cessation of the operations on the Mortgaged Property.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor and, if Lender is not obligated to make insurance proceeds available to Borrower under Section 1.06 hereof, regardless of whether or not insurance proceeds are made available to Borrower. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner reasonably satisfactory to the Lender. Without limitation of any other provision hereof, failure by Borrower to comply with the provisions of this section will constitute an Event of Default hereunder.

1.10 Further Assurances; After Acquired Property. At any time and from time to time, upon reasonable request by the Lender, the Borrower will make, execute and deliver or cause to be made, executed and delivered, to the Lender, and where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Lender, any and all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the reasonable opinion of the Lender, be necessary or desirable in order to effectuate, complete or perfect, or to continue and

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preserve (a) the obligations of the Borrower under the Notes and this Mortgage, and (b) the lien and security interest of this Mortgage as a first and prior lien and security interest upon all of the Mortgaged Property, whether now or hereafter acquired by the Borrower. The lien and security interest hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.11 Leases and Other Agreements Affecting the Mortgaged Property. The Borrower will duly and punctually perform all terms, covenants, conditions and agreements binding upon it or the Mortgaged Property under any lease or any other agreement or instrument of any nature whatsoever which involves or affects the Mortgaged Property or any part thereof. The Borrower represents and warrants that it has heretofore furnished the Lender with true and complete copies of all such leases, agreements and instruments existing on the date of this Mortgage. The Borrower agrees to furnish the Lender with executed copies of all leases hereafter entered into with respect to all or any part of the Mortgaged Property. The Borrower will not, without the express written consent of the Lender, enter into any new lease (unless such lease is on a standard lease form approved by Lender and provides for an annual gross rent of not less than \$4.25 per square foot) or modify, surrender, terminate, extend or renew, either orally or in writing, any lease now existing or hereafter created upon the Mortgaged Property or any part thereof, nor will the Borrower permit an assignment or sublease without the express written consent of the Lender, which consent will not be unreasonably withheld. If the Lender so requests, the Borrower shall cause the tenant under each or any of such leases to enter into subordination and attornment agreements with the Lender which are satisfactory to the Lender. The Borrower will not accept payment of advance rents or security deposits equal, in the aggregate, to more than one (1) month's rent without the express written consent of the Lender. In order to further secure payment of the Notes and the observance, performance and discharge of the Borrower's obligations hereunder, the Borrower hereby assigns, transfers and sets over to the Lender all of the Borrower's right, title and interest in, to and under all of the leases now or hereafter affecting the Mortgaged Property or any part thereof and in and to all of the rents, issues, profits, revenues, awards and other benefits now or hereafter arising from the Mortgaged Property or any part thereof. Unless and until an Event of Default occurs, the Borrower shall be entitled to collect the rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property (except as otherwise provided in this Mortgage) as and when they become due and payable. The Lender shall be liable to account only for rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property actually received by the Lender pursuant to any provision of this Mortgage.

1.12 Expenses. The Borrower will immediately upon demand pay or reimburse the Lender for all reasonable attorneys' fees, costs and expenses incurred by the Lender in any proceedings involving the estate of a decedent, an insolvent or a bankrupt, or in any action, proceeding or dispute of any kind in which the Lender is made a party, or appears as an intervenor or party plaintiff or defendant affecting or relating to the Notes, this Mortgage, the Loan Agreement, the Borrower, the Beneficiary, or the Mortgaged Property, including, but not limited to, the foreclosure of this

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Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof, and any such amounts paid by the Lender shall be added to the indebtedness secured hereby and secured by the lien and security interest of this Mortgage, shall bear interest at the rate provided in the Notes for interest payable after default (the "Default Rate") and shall be due and payable upon demand.

1.13 Books, Records and Accounts. The Borrower will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Mortgaged Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property, whether such income or expenses be realized by the Borrower or by any other person or entity whatsoever. The Lender or its designee shall have the right from time to time, upon reasonable notice, at all times during normal business hours to examine such books, records and accounts at the office of the Borrower or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as the Lender shall desire. The Borrower will from time to time furnish to the Lender such financial statements and information as required in the Loan Agreement or such other financial information as Lender may otherwise reasonably request.

1.14 Estoppel Affidavits. The Borrower, within ten (10) days after written request from the Lender, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest. The Lender, within ten (10) days after written request from the Borrower, shall furnish a written statement setting forth the unpaid principal of and interest on the indebtedness secured hereby.

1.15 Subrogation. The Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.16 Impairment of Security. Without limitation of any other provision hereof, the Borrower will not assign, in whole or in part, the rents, income or profits arising from the Mortgaged Property without the prior written consent of the Lender. Any such assignment made without the Lender's prior written consent shall be null and void and of no force and effect and the making thereof shall, at the option of the Lender, constitute a default under this Mortgage. Without limitation of the foregoing, the Borrower will not in any other manner impair the security of this Mortgage for the payment of the indebtedness secured hereby.

1.17 Use of Mortgaged Property. The Borrower will not make, suffer or permit, without the prior written consent of the Lender, any use of the Mortgaged Property for any purpose other than that for which the same is used or intended to be used as of the date of this Mortgage as provided in the Loan Agreement.

1.18 Use of Proceeds.

(a) The Borrower represents and agrees that the proceeds of the Notes secured by this Mortgage will be used for the purposes specified in Paragraph 6404(1)(c) of Chapter 17 of the Illinois Revised Statutes, and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said Paragraph 6404(1)(c).

(b) All agreements between the Borrower, Beneficiary and the Lender (including, without limitation, this Mortgage, the Notes and any other documents securing the indebtedness secured hereby) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Lender exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Notes or any other documents securing the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois, and if for any reason whatsoever, the Lender shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the indebtedness secured hereby (whether or not then due and payable) and not to the payment of interest.

1.19 Prohibition of Transfer. Neither the Borrower nor the Beneficiary will, without the prior written consent of the Lender, sell, assign or transfer, whether directly or indirectly, by operation of law or otherwise, all or any portion of its interest in the Mortgaged Property or in the Beneficiary without Lender's prior written consent. Borrower will notify Lender immediately of any such transfer. Any such sale, assignment or transfer, or a sale, assignment or transfer of the beneficial interest in Borrower made without the Lender's prior written consent, shall be null and void and of no force and effect, but the attempt at making thereof shall, at the option of the Lender, constitute an Event of Default under this Mortgage.

1.20 Prohibition of Further Encumbrance. The Borrower will not, without the prior written consent of the Lender, further mortgage, grant a deed of trust, pledge or otherwise encumber, whether by operation of law or otherwise, all or any of its interest in the Mortgaged Property. Any such encumbrance, including without limitation an encumbrance of the beneficial interest in Borrower, made without the Lender's prior written consent shall be null and void and of no force or effect, but the attempt at making thereof shall, at the option of the Lender, constitute an Event of Default under this Mortgage.

ARTICLE II

2.01 Events of Default. Without limitation of any other provision hereof, the terms "Event of Default" or "Events of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

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(a) Failure by the Borrower to pay when due any payment of principal or interest under the Notes or this Mortgage or either of the Additional Mortgages, and if such payment was of interest, such failure continues for a period of five (5) business days after notice to Borrower; or

(b) Failure by the Borrower to duly observe or perform any other term, covenant, condition or agreement of this Mortgage or either of the Additional Mortgages and (i) such failure continues for a period of ten (10) days after notice thereof from Lender to Borrower or (ii) if such failure can not, with due diligence, be cured within said period, if Borrower does not commence curing said failure within said ten (10) day period or does not thereafter diligently pursue the curing thereof, and, in any event, such failure is not cured within thirty (30) days of said notice from Lender; or

(c) The occurrence of an "Event of Default", as defined in the Loan Agreement; or

(d) Failure by the Borrower to duly observe or perform any term, covenant, condition or agreement in any assignment or other agreement or instrument given or made as additional security for the performance of the Notes or this Mortgage, including, without limitation, any of the Loan Documents (as defined in the Loan Agreement) (i) which failure continues for a period of thirty (30) days after notice thereof from Lender to Borrower, or (ii) if such failure can not, with due diligence, be cured within said period, if Borrower does not commence curing said failure within said thirty (30) day period or does not thereafter diligently pursue the curing thereof, and, in any event, such failure is not cured within sixty (60) days of said notice from Lender; or

(e) The filing by the Borrower, the Beneficiary or any guarantor of the Notes of a voluntary petition in bankruptcy or the filing by the Borrower, the Beneficiary of such guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's, the Beneficiary's or such guarantor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of itself or any portion of its assets or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due; or

(f) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the Borrower, the Beneficiary or any guarantor of the Notes seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other similar relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower, the Beneficiary or such guarantor or

of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof without its consent or acquiescence, which appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(g) The transfer or further encumbrance of the Mortgaged Property by Borrower not consented to by Lender as described in paragraphs 1.18 and 1.19, respectively, hereof.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of the Lender, immediately become due and payable without notice or demand.

2.03 Lender's Right to Enter and Take Possession, Operate and Apply Revenues.

(a) If an Event of Default shall have occurred and be continuing, the Borrower, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession, and if and to the extent permitted by law, the Lender itself, or by such officers or agents as it may appoint, may enter and take possession, of all or any part of the Mortgaged Property, and may exclude the Borrower and its agents and employees wholly therefrom except that Borrower may have joint access with the Lender to the books, papers and accounts of the Borrower.

(b) If the Borrower shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by the Lender, the Lender may obtain a judgment or decree conferring on the Lender the right to immediate possession or requiring the delivery of immediate possession of all or part of such Mortgaged Property to the Lender, to the entry of which judgment or decree the Borrower specifically consents to the extent permitted by law.

(c) The Borrower will pay to the Lender, upon demand, all expenses (including, without limitation, fees and expenses of attorneys, accountants and agents) of obtaining such judgment or decree or of otherwise seeking to enforce its rights under the Notes or this Mortgage; and all such expenses shall, until paid, be secured by this Mortgage and shall bear interest at the Default Rate.

(d) Upon every such entering upon or taking of possession, the Lender 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, personalty or other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Borrower to the same extent as the Borrower could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to the Lender, all as the Lender from time to time may determine to be to its best advantage. The Lender may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those

accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as the Lender may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Lender, shall apply the remainder of the monies and proceeds so received by the Lender, first to payment of accrued interest; second to the payment of taxes, assessments and other charges against the Mortgaged Property; and third to the payment of principal.

(e) If any Event of Default shall occur and be continuing, the Lender may, in addition to any other rights and remedies hereunder, exercise any and all remedies provided in the Loan Agreement or in any of the Loan Documents.

(f) The Lender shall have no liability for any loss, damage, injury, cost or expense resulting from any action or omission by it or its representatives which was taken or omitted in good faith.

2.04 Performance by the Lender of Defaults. If default shall occur in the payment, performance or observance of any term, representation, warranty, covenant or condition of this Mortgage (whether or not the same shall constitute an Event of Default), the Lender may, at its option, pay, perform or observe the same or take any action necessary to cause any representation or warranty to be true, and all payments made or costs or expenses incurred by the Lender in connection therewith, shall be secured hereby and shall be, within five (5) days of demand, immediately repaid by the Borrower to the Lender with interest thereon at the Default Rate. The Lender shall be the sole judge of the necessity for any such actions and of the amounts to be paid. The Lender 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 term, covenant or condition without thereby becoming liable to the Borrower or any person in possession holding under the Borrower. Lender will endeavor to give notice to Borrower of any such expenditure but shall have no liability for any failure to do so.

2.05 Compliance with Loan Agreement. The principal amount evidenced by the Notes is to be used for the purposes set forth in the Loan Agreement all in accordance with said Loan Agreement. The Borrower covenants that it will perform or cause to be performed all of the terms, covenants and conditions of said Loan Agreement to be kept and performed by the Beneficiary.

2.06 Receiver. If an Event of Default shall have occurred and be continuing, the Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for the indebtedness or the insolvency of any party bound for its payment to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof.

The receiver shall have all of the rights and powers to the fullest extent permitted by law. The Borrower will pay to the Lender upon demand (with interest thereon at the Default Rate) all expenses, including receiver's fees, attorneys' fees, costs and agent's compensations, incurred pursuant to the provisions of this Paragraph 2.06; and all such expenses shall be secured by this Mortgage and shall bear interest at the Default Rate.

2.07 The Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Notes or the performance of any term, covenant, condition or agreement of this Mortgage or any other right, (b) to foreclose this Mortgage and to sell the Mortgaged Property as an entirety or otherwise, as the Lender may determine, and (c) to pursue any other remedy available to it, including any remedy available to it under the Loan Agreement or under any of the Loan Documents, all as the Lender shall deem most effectual for such purposes. The Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as the Lender may determine. The Lender may elect to pursue any one or more or all of the foregoing.

2.08 Purchase by the Lender. Upon any foreclosure sale, the Lender may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

2.09 Fees and Expenses; Application of Proceeds of Sale. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of the Lender or holders of the Notes for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication cost and costs of procuring all abstracts of title, title searches and examinations, guarantee policies, Certificates of Title issued by the Registrar of Titles (Torrens certificates), and similar data and assurances with respect to title as the Lender or holders of the Notes may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Property or for any other reasonable purpose. The amount of any such costs and expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale. In the event of a foreclosure sale of the Mortgaged Property, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including attorneys' fees, then to insurance premiums, liens, assessments, taxes and charges, including utility charges, then to payment of the outstanding principal balance of the indebtedness secured hereby, then to the accrued interest on all of the foregoing, and finally the remainder, if any, shall be paid to the Borrower.

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2.10 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. The Borrower agrees to the full extent permitted by law, that if an Event of Default occurs hereunder, neither the Borrower nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do, the benefit of all such laws (including, without limitation, all rights under and by virtue of the homestead exemption laws and redemption laws of the State of Illinois) and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof. The Borrower represents that it is duly authorized and empowered by the trust instruments and by all persons having the power of direction over it as such trustee to execute this Mortgage, including the foregoing agreements, waivers and releases.

2.11 Waiver of Marshalling of Security. Borrower and all parties who may claim through or under Borrower hereby waive and release any right to require the marshalling of security for the payment of the indebtedness hereby secured.

2.12 Leases. The Lender, 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 such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.13 Discontinuance of Proceedings and Restoration of the Parties. In case the Lender shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been taken.

2.14 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be 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 now or hereafter existing at law or in equity or by statute.

2.15 Waiver. No delay or omission of the Lender or of any holder of the Notes to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Lender may be exercised from

time to time and as often as may be deemed expedient by the Lender. No consent or waiver, expressed or implied, by the Lender to or of any breach or default by the Borrower in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of the Borrower hereunder. Failure on the part of the Lender to complain of any acts or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Lender of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by the Borrower.

If the Lender (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment of any sums secured hereby; (c) waives or does not exercise any right granted herein or in the Notes or in any other document or instrument securing the Notes; (d) releases with or without consideration any of the Mortgaged Property from the lien of this Mortgage or any other security for the payment of the indebtedness secured hereby; (e) changes any of the terms, covenants, conditions or agreements of the Notes or this Mortgage or in any other document or instrument securing the Notes; (f) consents to the filing of any map, plat or replat or condominium declaration affecting the Mortgaged Property; (g) consents to the granting of any easement or other right affecting the Mortgaged Property; or (h) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect [except to the extent of the changes referred to in clause (e) above] the original liability under the Notes, this Mortgage or any other obligation of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender, shall the lien of this Mortgage or the priority thereof be altered thereby, whether or not there are junior lienors and whether or not they consent to any of the foregoing. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the Mortgaged Property, the Lender, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings. The foregoing shall not limit the prohibition against such sale or transfer set forth in Paragraph 1.18 hereof.

Without limitation of the foregoing, the right is hereby reserved by the Lender to make partial release or releases of the Mortgaged Property, or of any other security held by the Lender with respect to all or any part of the indebtedness secured hereby, without notice to, or the consent, approval or agreements of, other parties in interest, including junior lienors, which

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partial release or releases shall not impair in any manner the validity or priority of this Mortgage on the portion of said property not so released.

ARTICLE III

3.01 Suits to Protect the Mortgaged Property. Upon the occurrence of an Event of Default hereunder, the Lender shall have the power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the rents, issues, profits and revenues arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of the Lender, and all costs and expenses incurred by the Lender in connection therewith (including, without limitation, attorneys' fees) shall be paid by the Borrower to the Lender on demand (with interest at the Default Rate) and shall be additional indebtedness secured hereby.

3.02 The Lender May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Borrower, its creditors or its property, the Lender, 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 the claims of the Lender allowed in such proceedings for the entire amount due and payable by the Borrower under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Borrower hereunder after such date.

3.03 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon the Borrower and the Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to the Borrower or the Lender, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of the Borrower or the Lender.

3.04 Notices. All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing. All such notices, demands and requests by the Lender to the Borrower shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Borrower at:

Metro Resource Investments, Inc.
210 West 22nd Street
Suite 137
Oak Brook, Illinois 60521
Attention: Mark J. Marinello

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with a copy to:

Rosenberg & Associates, P.C.
Two North Riverside Plaza
Suite 600
Chicago, Illinois 60606
Attention: Sheli Z. Rosenberg, Esq.

or to such other address as the Borrower may from time to time designate by written notice to the Lender given as herein required. All notices, demands and requests by the Borrower to the Lender shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Lender at:

REPUBLIC SAVINGS BANK, F.S.B.
216 West Jackson Boulevard
Suite 900
Chicago, Illinois 60606
Attention: Mr. John T. McLinden

or to such other address as the Lender may from time to time designate by written notice to the Borrower given as herein required. Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) business days after the time such notice, demand or request shall be deposited in the mails.

3.05 Terminology. All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage itself, and all references herein to Articles, Sections or Paragraphs shall refer to the corresponding Articles, Sections or Paragraphs of this Mortgage unless specific reference is made to such Articles, Sections or Paragraphs of another document or instrument.

3.06 Severability. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.07 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Illinois.

3.08 Security Agreement. This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. The Lender shall have the rights with respect to such fixtures and personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded the Lender by this Mortgage or any other agreement.

3.09 Modification. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

3.10 No Merger. It being the desire and the intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should the Lender acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by the Lender as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

3.11 Trustee's Exculpation. This Mortgage is executed by the Borrower not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Trustee, in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Notes secured by this Mortgage shall be construed as creating any liability on said Trustee in its individual capacity personally to pay the Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any guarantor of the Notes or any other person or entity executing the Notes or this Mortgage.

3.12 Delivery of Summons, Etc. If any action or proceeding shall be instituted to evict the Borrower or recover possession of the Mortgaged Property or any part thereof or otherwise affecting the Mortgaged Property or this Mortgage, the Borrower will immediately, upon service thereof on or by the Borrower, deliver to the Lender a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers, however designated, served in any such action or proceeding.

3.13 Joint and Several. If the Borrower consists of more than one person or entity, the liability of each hereunder shall be joint and several.

3.14 No Partnership. Borrower acknowledges and agrees that in no event shall Lender be deemed to be a partner or joint venturer with Borrower. Without limitation of the foregoing, Lender shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document securing any portion of the indebtedness secured hereby or on account of receiving contingent interest, if any, or any release fee for partial releases of this Mortgage, or otherwise.

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3.15 Beneficiary's Exculpation. It is expressly agreed and understood that Beneficiary is joining in the execution of this Mortgage solely for the purpose of granting a security interest in the Personal Property to Lender.

3.16 Compliance with Illinois Mortgage Foreclosure Law.

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes) (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with the Act.

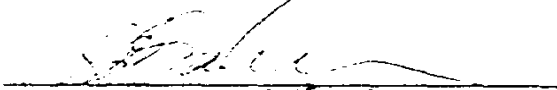
(b) If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgement of foreclosure, and whether enumerated in Paragraph 2.05 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgement of foreclosure.

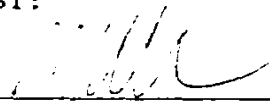
3.17 Waiver of Statutory Rights. The Borrower acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisement, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

IN WITNESS WHEREOF, Borrower has caused these presents to be signed by its duly authorized representatives as of the day and year first above written.

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

By: 
Secretary

ATTEST:


Its ~~VICE PRESIDENT~~ Secretary

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CFMS-I, an Illinois general
partnership

By:



Mark J. Marinello

Property of Cook County Clerk's Office

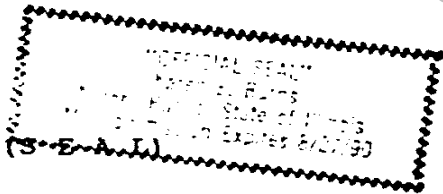
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ President of American National Bank and Trust Company of Chicago, and _____ Secretary who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as ~~subscribed~~ President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as trustee as aforesaid, for the uses and purposes therein set forth; and said ^{VICE PRESIDENT} Secretary then and there acknowledged that he, did affix the seal of said bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 1988.



[Handwritten Signature]

Notary Public

My Commission Expires: _____

This document prepared by
and should be returned to:

KATTEN MUCHIN & ZAVIS
c/o Marcia W. Sullivan
525 West Monroe Street - Suite 1600
Chicago, Illinois 60606-3693

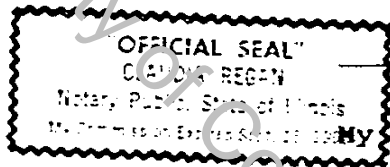
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARK J. MARINELLO, a general partner of CFMS-I, an Illinois general partnership, who is 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 act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

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



Claudia Regan
Notary Public

My Commission Expires: _____

PROPERTY OF Cook County Clerk's Office

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EXHIBIT A

Legal Description

LOT 12 IN X & X INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX NUMBER 23-12-302-017 *FBI*

ADDRESS: 9901-9913 S. 73th Avenue

Property of Cook County Clerk's Office

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EXHIBIT B

Permitted Exceptions

1. GENERAL REAL ESTATE TAXES FOR THE YEAR 1987 AND SUBSEQUENT YEARS NOT NET DUE AND PAYABLE.
2. Building setback line of 20 feet (from the NORTH AND WEST lot line) as shown on the Plat of Subdivision.
3. Easement for PUBLIC UTILITIES as reserved in the GRANT recorded APRIL 20, 1982 as Document No. 26206524 AFFECTS THE EAST 5 FEET.
4. Easement for PUBLIC UTILITIES as reserved in the GRANT recorded AUGUST 4, 1982 as Document No. 23311134 AFFECTS THE EAST 10 FEET.
5. PUBLIC UTILITY AND DRAINAGE EASEMENT, AS RESERVED ON THE RECORDED PLAT OF SUBDIVISION (SEE PLAT AND CONSULT SURVEY FOR EXACT LOCATION)

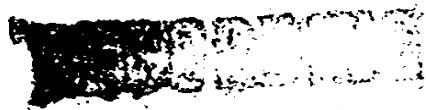
PROPERTY RECORDS SECTION
COUNTY CLERK OF COOK COUNTY
111 W. WASHINGTON ST. CHICAGO, ILL. 60601
TEL. 312-309-1100

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BOX 156

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