JUNIOR MORTGAGE AND ASSIGNMENT OF RENTS

THIS MORTGAGE made and delivered April 27, 1988, by and between Amalgamated Trust and Savings Bank, an Illinois corporation, not personally, but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation in pursuance of a Trust Agreement dated October 28, 1970, and known as Trust No. 2190 ("Mortgagor"), and First Savings and Loan Association of Zion, ("Mortgagee"), at its office at 2580 Sheridan Road, Zion, Illinois 60099-2678, WITNESSETH THAT:

WHEREAS Mortgagor has concurrently herewith executed and delivered an installment note bearing even date herewith ("Note") in the principal sum of EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($875,000.00), made payable to the order of Mortgagee in and by which Note Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest thereon at the rate and in installments as provided in said Note, with a final payment of the balance due on the 27th day of April, 1993.

NOW, THEREFORE, Mortgagor in consideration of said debt and to secure the payment of both principal and interest thereof, in accordance with the terms and provisions of the Note and in accordance with the terms, provisions and limitations of this mortgage, and to secure the performance of the covenants and agreements herein and in the Note contained, to be performed by Mortgagor, does by these presents MORTGAGE, GRANT, AND CONVEY unto Mortgagee, its successors and assigns, all of the right, title and interest of Mortgagor in and to that certain ground lease ("Ground Lease") and the leasehold estate created thereby, dated January 14, 1969, between Richard C. Hanson and Clara E. Hanson, his wife; Barbara Ann Staley; Chester R. Hansen and Carol Marcelle Hansen, his wife, as lessors, and C.D. Johnson, as lessee, which Ground Lease was (1) recorded with the office of the Cook County, Illinois, Recorder of Deeds on November 18, 1969, as Document No. 21024615; (2) amended by Amendment dated September 2, 1969, and recorded with the office of the Cook

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County, Illinois, Recorder of Deeds on November 28, 1969, as Document No. 21024615; (3) amended by Amendment dated October 1, 1969, and recorded with the office of the Cook County, Illinois, Recorder of Deeds on November 28, 1969, as Document No. 21024615; (4) amended by Amendment dated October 20, 1969, and recorded with the office of the Cook County, Illinois, Recorder of Deeds on November 28, 1969, as Document No. 21024615; (5) amended by Amendment dated December 14, 1975, and recorded with the office of the Cook County, Illinois, Recorder of Deeds on December 16, 1975, as Document No. 23326812; (6) assigned by C. D. Johnson to L&W Associates, a partnership, by Assignment dated November 28, 1969, and recorded with the office of the Cook County, Illinois, Recorder of Deeds on December 2, 1969, as Document No. 21026066; and (7) assigned by L&W Associates to Mortgagor by Assignment dated October 29, 1970, and recorded with the office of the Cook County, Illinois, Recorder of Deeds on February 12, 1971, as Document No. 21395599, and which Ground Lease, as amended, demises certain premises lying in the Village of Glenview, County of Cook and State of Illinois (commonly known as the Southwest corner of Waukegan Road and East Lake Avenue) and legally described as follows:

> Lot 1 in Richard C. Hanson Resubdivision of the South 175 feet of the North 205 feet of the East 225 feet of Lot 3 and the North 205 feet (except the East 225 feet) of Lot 3, (except that part taken for widening East Lake Avenue in Case 62 C 6274 and except that part taken for widening Waukegan Road in Case 65 L 21301) in Hattendorf's Subdivision of part of Lot 1 in Assessor's Division of Section 35, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.
>
> ALSO KNOWN AS:
>
> The South 175 feet of the North 205 feet of the East 225 feet of Lot 3 and the North 205 feet (except the East 225 feet) of Lot 3 (except that part taken for widening East Lake Avenue in Case 62 C 6274 and except that part taken for widening Waukegan Road in Case 65 L 21301) in Hattendorf's Subdivision of part of Lot 1 in Assessor's Divison of Section 35, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

which, together with the following described property, is sometimes herein referred to as the "premises":

TOGETHER with any and all other, further or additional title, estates, interests or rights which may at any time be acquired by Mortgagor in or to the premises or any part thereof demised by the Ground Lease, and Mortgagor expressly agrees that if Mortgagor shall, at any time prior to payment in full of all indebtedness secured hereby, acquire any such right, title or interest in or to the premises demised by the Ground Lease, the lien of this mortgage shall attach, extend to, cover and be a lien thereupon; and

TOGETHER with all improvements, tenements, easements, fixtures, appurtenances and privileges thereto pertaining or belonging, and including all buildings and improvements of every kind now or later erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials shall be deemed to be a part of the premises. The premises shall include all machinery, equipment and fixtures owned by the Mortgagor used or useful in the operation of the real estate, and all renewals or replacements and substitutions of those items, whether or not the same are or shall be attached to the building or buildings in any manner, all the property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall, so far as permitted by law, be deemed to form a part of the real estate and for the purpose of this mortgage to be real estate, and covered by this mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this mortgage is hereby deemed to be a security agreement under this Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagor grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

Mortgagor covenants that it is lawfully seized of the premises, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend said premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever, except that

this covenant shall not apply to the Mortgage heretofore made by this Mortgagor to New York Life Insurance Company, dated November 29, 1975, and recorded in Cook County, Illinois, on December 18, 1975, as Document No. 23329156, nor shall it be construed as affecting the lien thereof for the indebtedness thereby secured.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, for and during all the rest, residue and remainder of the term of years yet to come and unexpired as provided in the Ground Lease, for the purposes and uses herein set forth.

Any sale, conveyance or transfer of any right, title or interest in the premises described herein or any portion of the premises, without the prior written approval of the Mortgagee, or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the premises without the prior written approval of the Mortgagee shall constitute a default and upon any such default the holder may declare the entire indebtedness evidenced by the Note secured hereby to be immediately due and payable and foreclose the Mortgage securing the Note immediately or at any time during the continuance of the default.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep the premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and comply with all requirements of all loan documents evidencing or securing such indebtedness, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings or any improvements now or at any time in the process of erection upon the premises; (e) comply with all applicable federal,

state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning and building codes, environmental protection and equal employment opportunity statutes, ordinances, regulations, orders and restrictions; (f) make no material alterations in the premises except as required by law or municipal ordinance; (g) not expand or extend the office building located on the Premises without the written consent of Mortgagee; (h) suffer or permit no change in general nature of the occupancy of the premises, without Mortgagee's written consent; (i) initiate or acquiesce in no zoning variation or reclassification, without Mortgagee's written consent; (j) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.

Payment of Taxes

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (1) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of the premises or any part thereof, or any interest therein, or satisfy the same; (2) that Mortgagor has, before such taxes or assessments shall have been increased by any interest, penalties or costs, notified Mortgagee in writing of the intention of the Mortgagor to contest the same; and (3) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and, in the absence of such appointment, then at the office of Mortgagee in Zion, Illinois, a sum of money which (when added to funds, if any, then on deposit for such taxes) shall be sufficient in the judgment of Mortgagee to pay in full such contested taxes and assessments and all penalties and interest that might

become due theron, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the judgment of Mortgagee, such increase is advisable. In case Mortgagor shall fail to prosecute such objections with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may at its option apply the money so deposited in payment of or on account of such taxes and assessments, or that part thereof then unpaid, together with all penalties and interest thereon. If the amount of the money so deposited shall be insufficient for the payment in full of such taxes and assessments, together with all penalties and interest thereon, Mortgagor shall forthwith upon demand either (a) deposit with Mortgagee a sum which when added to the funds then on deposit shall be sufficient to make such payment in full, or (b) in case Mortgagee shall have applied funds on deposit on account of such taxes and assessments, restore said deposit to a sufficient amount. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest thereon (provided Mortgagor is not then in default) when so requested in writing by Mortgagor and furnished with sufficient funds to make such payment in full and with an official bill for such taxes. Anything contained in this paragraph to the contrary notwithstanding, however, if Mortgagor is required under the terms of the Ground Lease to make deposits with the lessor as a condition to contesting any tax, special assessment or other charge against the premises, a duplicate deposit will not be required hereunder as a condition to contesting any such tax, special assessment or charge.

<u>Tax Deposits</u>

3. Mortgagor covenants and agrees to deposit at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the offices of Mortgagee in Zion, Illinois, commencing on the fifth day of the first calendar month following the date hereof, and on the fifth day of each month

thereafter until the indebtedness secured by this mortgage is fully paid, a sum equal to one-twelfth of the last total annual taxes and assessments for the last ascertainable year (general and special) on said premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed, or to be constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Mortgagor, concurrently with the disbursement of the loan, will also deposit with Mortgagee an amount, based upon the taxes and assessments so ascertainable or so estimated by Mortgagee, as the case may be, for taxes and assessments on said premises, on an accrual basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid, to and including the date of the first deposit in this paragraph hereinabove mentioned. Such deposits are to be used for the payment of taxes and assessments (general and special) on said premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of demand therefor, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on the next subsequent deposit or deposits.

Insurance and Premium Deposits

4. (a) Mortgagor shall keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, tornado, windstorm and extended coverage perils and such other hazards as may reasonably be required by Mortgagee, including, without limitation on the generality of the foregoing, war damage insurance whenever in the opinion of Mortgagee such protection is necessary and is available from an agency of the United States of America. Mortgagor shall also provide liability insurance

with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, particularly as to fire and extended coverage and similar policies, with Mortgagee to be named as an additional insured on other policies required hereunder, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to Mortgagee, and in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

(b) Mortgagor covenants and agrees to deposit at the office of Mortgagee, or at such place as Mortgagee may from time to time in writing appoint, commencing on the fifth day of the calendar month following the date hereof, and on the fifth day of each month thereafter until the indebtedness secured by this mortgage is fully paid, an installment of the premium or premiums that will become due and payable to renew the insurance as required in paragraph 4(a) hereof. Each of such installments shall be in an amount which, by the payment of approximately equal installments, will result in there accumulating in the hands of the depositary a sufficient amount to pay renewal premiums upon such policies of insurance, at least one month prior to the expiration date or dates of the policy or policies to be renewed; such deposits to be used for renewal of such insurance policies. If the funds so deposited are insufficient to pay all premiums for such renewals, Mortgagor shall within ten (10) days after receipt of demand therefor deposit such additional funds as may be necessary to pay such prmiums. If the funds so deposited exceed the amount required to pay such premiums, the excess shall be applied on a subsequent deposit or deposits.

Mortgagee's Interest in and Use of Deposits

5. In the event of a default in any of the provisions contained in this Mortgage or in the Note, Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to any provision of this Mortgage, as any one or more of the same may be applicable, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held to be irrevocably applied by the depositary for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that neither Mortgagee nor said depositary shall be liable for any failure to apply to the payment of taxes and assessments or insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested said depositary in writing to make application of such funds to the payment of the particular taxes or assessments or the payment of the particular insurance premiums as the case may be for payment of which they were deposited, accompanied by the bills for such taxes and assessments or insurance premiums. Mortgagor shall not be entitled to any interest on deposits made with Mortgagee, nor shall Mortgagee be required to hold any deposits in a separate trust account.

Adjustment of Losses with Insurer and Application of Proceeds of Insurance

6. In case of loss, Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance

money. If (a) Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of the Ground Lease, and (b) such damage or destruction does not result in cancellation or termination of the Ground Lease, and (c) the insurers do not deny liability as to the insureds, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements on said premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon Mortgagee's being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve. If the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, Mortgagee shall also be furnished with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies,

if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if it shall then be entitled to the same or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Stamp Tax

7. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgageor, any tax is due or becomes due in respect of the issuance of the Note, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note.

Prepayment Privilege

8. At such time as Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage,

the Mortgagor shall have the privilege of making payment in full of the principal of the Note in accordance with the terms and conditions set forth in the Note.

Effect of Extensions of Time

9. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

Effect of Changes in Laws Regarding Taxation

10. In the event of the enactment after this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the proerty, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the Holders, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

Mortgagee's Performance of Defaulted Acts

11. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein or in any loan documents evidencing or securing any indebtedness secured by a prior encumbrance required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and if this is a leasehold mortgage, make payments of any rents due or to become due or perform any act under the Ground Lease, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the post maturity rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

Mortgagee's Reliance on Tax Bills, etc.

12. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

Acceleration of Indebtedness in Case of Default

13. If (a) default be made for three (3) business days in the due and punctual payment of the Note, or any installment due

in accordance with the terms thereof, either of principal or interest; or (b) default be made in the payment of the rent, or any other sum required to be paid by Mortgagor as lessee under the Ground Lease according to the terms thereof; or (c) Mortgagor or any Affiliated Person (as that term is hereinafter defined) shall file a petition in voluntary bankruptcy or otherwise under the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as hereinafter provided; or (d) Mortgagor or any Afiliated Person shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for Mortgagor or any Affiliated Person or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of Mortgagor or any Affiliated Person or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor or any Afiliated Person, and such trustee or receiver shall not be discharged or such jursidiction relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (e) Mortgagor or any Affiliated Person shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (f) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Mortgagor or any Affiliated Person and the same shall continue for three (3) business days; or (g) default shall be made in the due observance or performance of any of the covenants, agreements or conditions required to be kept or performed or observed by the Mortgagor as lessee under the Ground Lease and the same shall not be cured according to the applicable curative provision of the Ground Lease; or (h) default be made in performance of any of the

terms, provisions, covenants and conditions of the Mortgage heretofore made by Mortgagor to New York Life Insurance Company dated November 29, 1975, and recorded in Cook County, Illinois, on December 18, 1975, as Document No. 23329156 or of the Note thereby secured; then and in every such case, the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.

Foreclosure, Expense of Litigation

14. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately

due and payable by Mortgagor, with interest thereon at the post maturity rate and shall be secured by this Mortgage.

Application of Proceeds of Foreclosure Sale

15. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all rents and other charges remaining unpaid under the Ground Lease; third, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; fourth, all principal and interest remaining unpaid on the Note; fifth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

Appointment of Receiver

16. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any Holders may be appointed as such receiver. Such receiver shall have power: (a) to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the

issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) and if this is a leasehold mortgage, all rents due or which may become due under the Ground Lease; and (c) the deficiency in case of a sale and deficiency.

Assignment of Rents and Leases

17. To further secure the indebtedness secured hereby, Mortgagor hereby sells, assigns and transfers unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in paragraph 19 hereof) to rent, lease

or let all or any portion of the premises to any party or parties at such retnal and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the premises, with the same rights and powers and subject to the same immunities, exoneration or liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of paragraph 19 hereof.

Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one instalment in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor, without the written consent of Mortgagee. Mortgagor waives any rights of set off against any person in possession of any portion of the premises. If any lease provides for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, Mortgagor shall furnish to Mortgagee rental insurance, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of the premises, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the premises by Mortgagee pursuant to paragraph 19 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the premises

and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

Although it is the intention of the parties that the assignment contained in this paragraph 17 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist under this Mortgage, the Note or any other loan document ancillary or supplementary to the Note, this Mortgage and the indebtedness secured thereby.

Observance of Lease Assignment

18. In the event Mortgagor, as additional security for the payment of the indebtedness described in and secured hereby, has sold, transferred and assigned, or may hereafter sell, transfer and assign, to Mortgagee, its successors and assigns, any interest of Mortgagor as lessor in any lease or leases, Mortgagor expressly covenants and agrees that if the lessee or any of the lessees under sid lease or leases so assigned or Mortgagor, as lessor therein, shall fail to perform and fulfill any term, covenant, condition or provision in said lease or leases, or any of them, on its or their part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any assignment of any lease or leases of the premises given as additional security for the payment of the indebtedness secured hereby and such default shall continue for three (3) business days, then and in any such event, such breach or default shall constitute a default hereunder and at the option of the Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable as in the case of other defaults.

Mortgagor further covenants and agrees that it will faithfully perform the Lessor's covenants under any subsisting and future leases affecting said premises, and neither do, nor neglect to do, nor permit to be done, anything other than pursuing the enforcement of the terms of such leases in the exercise of the lessor's remedies thereunder following default on the part of any lessee in the performance of its prescribed obligations which may cause the modification or termination of any of said leases, or of the obligation of any lessee or any person claiming through such lessee, or which may diminish or impair the value of any lease, or the rents provided for therein, or the interest of the lessor or of Mortgagee therein or thereunder. Mortgagor will give Mortgagee immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.

Mortgagor represents and warrants to Mortgagee that all improvements and leased space demised and let pursuant to each lease covering the whole or any part of the premises has been completed to the satisfaction of the lessee, that each lessee has accepted possession of such leased space, that all rents and other charges due and payable under any such lease have been paid, that none has been prepaid, except as expressly described under such lease, that there is no existing default or breach of any covenant or condition on the part of lessor or lessee under any such lease, and that there is no lease affecting the premises which would be in violation of the Ground Lease.

Mortgagor shall not permit an assignment of any lease affecting the premises or any subletting thereunder, unless the right to assign or sublet is expressly reserved by the lessee, and Mortgagor shall not anticipate for more than one month any rents that may become collectible under any such lease.

Mortgagee's Right of Possession in Case of Default

19. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is

declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same: (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof, (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therin, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwith-

standing any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

Application of Income Received by Mortgagee

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

(a) To the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to

Mortgagee and its agent or agentss, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the premises; and, if this is a leasehold mortgage, of all rents due or which may become hereafter due under the Ground Lease;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing the premises in such condition as will, in the judgment of Mortgagee, make it readily rentable;

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

Mortgagee's Right of Inspection

21. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

Condemnation

22. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings, improvements or parking areas on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If Mortgagor is obligated to restore or replace the damaged or destroyed buildings, improvements or parking areas under the terms of the Ground Lease and if such taking does not result in cancellation or termination of the Ground Lease,

the award shall be used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings, improvements or parking areas on the premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized by Mortgagee's election as aforesaid, or by virtue of the Ground Lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 6 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagor had elected at the time of such application of proceeds (or if Mortgagor then has no such election, at the first succeeding date on which Mortgagor could so elect) to prepay the indebtedness in accordance with the terms of the Note.

Release upon Payment and Discharge of Mortgagor's Obligations

23. If Mortgagor shall fully pay all principal and interest on the Note, and all other indebtedness secured hereby and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this Mortgage shall be null and void. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

Giving of Notice

24. Any notice which either party hereby may desire or be required to give to the other party shall be in writing and the

mailing thereof by certified mail addressed to Mortgagor at One West Monroe Street, Chicago, Illinois 60603, or to Mortgagee at 2580 Sheridan Road, Zion, Illinois 60099-2678, or at such other place as either party hereto may by notice in writing designate as a place for service of notice shall constitute service of notice hereunder.

Waiver of Defense

25. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

Waiver of Statutory Rights

26. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 15-1601(b) of the "Illinois Mortgage Foreclosure Law," effective July 1, 1987 (Ill.Rev.Stats., Ch. 110, §15-1603(b)).

Furnishing of Financial Statements to Mortgagee

27. Mortgagor covenants and agrees to furnish to Mortgagee within ninety (90) days after the close of each fiscal year of Mortgagor and each Affiliated Person, commencing with the current fiscal year, a detailed audit report of Mortgagor and each Affiliated Person containing a balance sheet and statements of the income and surplus accounts as at the close of such fiscal year. Said audit report shall be prepared in accordance with accepted principles of accounting, after giving effect to all proper income charges and using the same methods of valuation as were employed in and consistent with the basis of the balance sheet of Mortgagor and each Affiliated Person for the fiscal year ended immediately preceding the date of this Mortgage, and shall be prepared by (and accompanied by the certificate of) an independent certified public accountant of recognized standing, acceptable to Mortgagee. Said report shall also contain such detail regarding the premises and its operation as Mortgagee may require.

Mortgagor and each Affiliated Person shall also furnish to Mortgagee interim balance sheets and profit and loss statements as may be required by Mortgagee from time to time, all in reasonable detail and certified by an authorized officer of Mortgagor, or by the chief accounting employee of the Managing Agent of the premises.

Mortgagor shall keep and maintain complete and accurate books and records of the earnings and expenses of the premises, which books and records (and all supporting data relevant thereto) shall be made available for examination by Mortgagee and its agents and emplyees at all reasonable times.

In the event Mortgagor fails to produce and deliver to Mortgagee any of the foregoing documents or records, as above set forth, or any other documents or records required by this Mortgage, after ten days written notice from Mortgagee to Mortgagor to do so, a premium of $250.00 shall be promptly paid to Mortgagee.

Post Maturity Rate

28. "Post maturity rate" as used herein shall mean interest as provided for after default.

Binding on Successors and Assigns

29. This Mortgage and all provisions hereof, shall be binding upon Mortgagor and all persons claiming under or through Mortgagor, and shall inure to the benefit of the Holders from time to time and of the successors and assigns of the Mortgagee.

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

30. The word "Mortgagor" when used herein shall include: (a) the original Mortgagor named in the preambles hereof; (b) said Original Mortgagor's successors and assigns; and (c) all owners from time to time of the premises. The words "Affiliated Persons" when used herein shall mean any and all of: (a) guarantor of any of the obligations of Mortgagor under the Note or this Mortgage; (b) if Mortgagor is a trustee, beneficiaries of the trust, including the general partners of any general or limited partnership which is a beneficiary of the trust; and (c) if Mortgagor is a general or limited partnership, the general partners thereof. The words "Holders" and "Mortgagee" when used herein shall include all successors and assigns of the original Holders and Mortgagee identified in the preambles hereof.

Captions

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

Mortgagee's Lien for Service Charge and Expenses

32. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated dmages, expenses and advances due to or incurred by Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

Business Loan Recital

33. Mortgagor represents and agrees that the obligation secured hereby constitutes a business loan which comes within the purview of subparagraph (c) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (Ill.Rev.Stats., Ch. 17, §6404(1)(c).

Execution of Separate Security Agreement, Financing Statements, etc.

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

Partial Invalidity; Maximum Allowable Rate of Interst

35. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage and Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Mortgage or the Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy,

and if such court should declare such portion, provision or provisions of this Mortgage and Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Mortgage and the Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this Mortgage and the Note shall continue in full force and effect.

Performance, Modification and Cancellation of Ground Lease

36. A. Mortgagor will pay all rent and other charges required under the Ground Lease as and when the same are due and will keep, observe and perform, or cause to be kept, observed and performed, all of the other terms, covenants, provisions and agreements of the Ground Lease on the part of the lessee thereunder to be kept, observed and performed, and will not in any manner, cancel, terminate or surrender, or permit any cancellation, termination or surrender of the Ground Lease, in whole or in part, or, without the written consent of Mortgagee, modify or permit any modification of any of the terms thereof, and Mortgagor does hereby expressly release, relinquish and surrender unto Mortgagee all its right, power and authority to amend, modify or alter in any way the terms and provisions of the Ground Lease and any attempt on the part of Mortgagor to exercise any such right without the written consent of Mortgagee shall be null and void and of no effect.

B. Mortgagor will do, or cause to be done, all things necessary to preserve and keep unimpaired the rights of Mortgagor as lessee under the Ground Lease, and to prevent any default under the Ground Lease, or any termination, surrender, cancellation, forfeiture or impairment thereof, and in the event of the failure of Mortgagor promptly to make any payment required to be made by Mortgagor pursuant to the provisions of the Ground Lease or to keep,

observe or perform, or cause to be kept, observed or performed, any of the terms, covenants, provisions or agreements of the Ground Lease, Mortgagor agrees that Mortgagee shall, on behalf of Mortgagor, be entitled to make or cause to be made any of such payments or to keep, observe or perform, or cause to be kept, observed or performed any such terms, covenants, provisions or agreements and to enter upon the premises and take all such action thereon as may be necssary therefor, to the end that the rights of Mortgagor in and to the leasehold estate created by the Ground Lease shall be kept unimpaired and free from default, and all moneys so expended by Mortgagee, with interest thereon at the post maturity rate from the date of each such expenditure, shall be paid by Mortgagor to Mortgagee promptly upon demand by Mortgagee and shall be added to the indebtedness and Mortgagee shall have, in addition to any other remedy of Mortgagee, the same rights and remedies in the event of a non-payment of any such sums by Mortgagor as in the case of a default by Mortgagor in the payment of any sums due under the Note.

C. Mortgagor will enforce the obligations of the lessor to the end that Mortgagor may enjoy all of the rights granted to it under the Ground Lease, and will promptly notify Mortgagee in writing of any default by the lessor, or by Mortgagor in the performance or observance of any of the terms, covenants and conditions on the part of the lessor or Mortgagor, as the case may be, to be performed or observed under the Ground Lease and Mortgagor will promptly advise Mortgagee in writing of the occurrence of any of the events of default enumerated in the Ground Lease and of the giving of any notice by the lessor to Mortgagor of any default by Mortgagor in the performance or observance of any of the terms, covenants or conditions of the Ground Lease on the part of Mortgagor to be performed or observed and will deliver to Mortgagee a true copy of each such notice. If, pursuant to the Ground Lease, the lessor shall deliver to Mortgagee a copy of any notice of default given to Mortgagor, such notice shall constitute full authority and protection to Mortgagee for any action taken or omitted to be taken by Mortgagee in good faith in reliance thereon. If Mortgagor shall have notified

Mortgagee that there is a bona fide dispute between Mortgagor and the lessor as to the existence of any default referred to in any such copy of notice of default delivered to Mortgagee, Mortgagee agrees not to take any action pursuant to the foregoing sentence which would prejudice the rights of Mortgagor in the event of any such dispute, unless, in the judgment of Mortgagee, the lien of this Mortgage on the premises, or any part thereof, would, by reason of such forbearance, be in imminent danger of being forfeited, lost or subordinated.

D. If any action or proceeding shall be instituted to evict Mortgagor or to recover possession of the premises or for any other purpose affecting the Ground Lease or this Mortgage, Mortgagor will, immediately upon service thereof on or by Mortgagor, deliver to Mortgagee a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause and of all other process, pleadings, and papers, however designated, served in any such action or proceeding.

E. Mortgagor will give Mortgagee prompt written notice of the commencement of any arbitration or appraisal proceeding under and pursuant to the provisions of the Ground Lease. Mortgagee shall have the right to intervene and participate in any such proceeding and Mortgagor shall confer with Mortgagee and its attorneys and experts and cooperate with them to the extent which Mortgagee deems reasonably necessary for the protection of Mortgagee. Upon the writtn request of Mortgagee, Mortgagor will exercise all rights of arbitration conferred upon it by the Ground Lease. If at the time any such proceeding shall be commenced, Mortgagor shall be in default in the performance or observance of any covenant, condition or other requirement of the Ground Lease, or of this Mortgage, on the part of Mortgagor to be performed or observed, Mortgagee shall have, and is hereby granted, the sole and exclusive right to designate and appoint on behalf of Mortgagor the arbitrator or arbitrators, or appraiser, in such proceeding.

F. Mortgagor covenants and agrees that no release or forbearance of any of Mortgagor's obligations under the Ground Lease, pursuant to the Ground Lease or otherwise, shall release Mortgagor

from any of its obligations under this Mortgage, including its obligation with respect to the payment of rent as provided for in the Ground Lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Ground Lease, to be kept, performed and complied with by the lessee therein.

G. Mortgagor covenants and agrees that unless Mortgagee shall otherwise expressly consent in writing, the fee title to the property demised by the Ground Lease and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in the lessor, the lessee, a third party by purchase or otherwise.

H. Mortgagor shall deposit with Mortgagee on the date hereof, an original executed copy of the Ground Lease, together with original executed copies of any amendments and assignments thereof. All of such documents may be retained by Mortgagee until all indebtedness secured hereby is fully paid.

Definition of "lease," "lessor" and "lessee"

37. The words "lease," "lessor" and "lessee" when used herein shall respectively mean "sublease," "sublessor" and "sublessee," except where the context otherwise requires.

This instrument is a Junior Mortgage and is subject and subordinate to the rights, claims and privileges of the New York Life Insurance Company, as Mortgagee, under that certain mortgage made by and between Amalgamated Trust and Savings Bank, as Trustee under a Trust Agreement dated October 28, 1970, and known as Trust No. 2190, as Mortgagor, and said Mortgagee dated November 28, 1975, and recorded in Cook County, Illinois, on December 18, 1975, as Document No. 23329156. Mortgagor's strict compliance with any term, condition or requirement of said Mortgage shall not be construed as a default under this Junior Mortgage, provided such compliance does not prejudice or serve to defeat the lien of the Junior Mortgage or the Note secured thereby.

The tax and insurance deposit requirements of paragraphs 3 and 4 hereof shall not apply as long as the Mortgagor makes the tax

and insurance deposits to New York Life Insurance Company as provided in its above-described Mortgage. Proof of such payments may be required by the Junior Mortgagee at any time.

THIS MORTGAGE is executed by Amalgamated Trust and Savings Bank, 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 Corporation hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on Mortgagor or on said Corporation personally to pay the said installment note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and said Corporation personally are concerned, the Holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; or (2) any other security given to secure said indebtedness.

IN WITNESS WHEREOF, Amalgamated Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____, and its corporate seal to be hereunto affixed and attested by its _____ the day and year first above written.

AMALGAMATED TRUST AND SAVINGS BANK,
not personally, but as Trustee as
aforesaid, SEE ATTACHED
By: RIDER FOR
Its EXECUTION
BY TRUSTEE

ATTEST:

_____
Its_____

88177109

Rider attached to Junior Mortgage & Assignment of Rents

Dated: April 27, 1988

This instrument is executed by AMALGAMATED TRUST & SAVINGS BANK, not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST & SAVINGS BANK in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said AMALGAMATED TRUST & SAVINGS BANK, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part of all of the property or funds at any time subject to said Trust Agreement.

AMALGAMATED TRUST & SAVINGS BANK,
not individually, but as Trustee
under Trust No. 2190

By: Edward C. Sweigard
Vice President

ATTEST:
Sally Doubet King
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, BARBARA JEAN SCALES, a Notary Public in and for said County, in the State aforesaid, do hereby certify that EDWARD C. SWEIGARD Vice President of AMALGAMATED TRUST & SAVINGS BANK, and SALLY DOUBET KING Assistant Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking association, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Barbara Scales
Notary Public, State of Illinois
My Commission Expires 6/6/89

GIVEN under by hand and Notarial Seal

This 26 day of April, 1988.

Barbara Scales
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of Amalgamated Trust and Savings Bank, and _____of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ _____ and _____ then and there acknowledged that _____, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

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

_____
Notary Public

My commission expires _____

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DEPT-01 RECORDING $44.00
T#1111 TRAN 6057 04/27/88 14:39:00
#1235 # A *-88-177109
COOK COUNTY RECORDER

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44.00

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