Box 156

88383930

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT
(REVOLVING CREDIT)

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THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT ("Mortgage") is made as of the 23rd day of August, 1988, by the CONTINENTAL GLASS & PLASTIC, INC., a Delaware corporation, with an address at 841 West Cermak Road, Chicago, Illinois 60608 (together with its successors and assigns, "Mortgagor") to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, with its address at 231 South LaSalle, Chicago, Illinois 60697 (together with its successors and assigns, including each and every holder from time to time of the Note, is called the "Mortgagee"),

R E C I T A L S:

A. Real Estate. Mortgagor is the owner and holder of fee simple title (subject to the Permitted Encumbrances identified below) in and to all of the real estate described in Exhibit A attached hereto (the "Real Estate" or the "Land") which Real Estate forms a portion of the Premises described below;

B. Loan Agreement. Mortgagor has executed and delivered to Mortgagee a Demand Credit Agreement (as amended from time to time, the "Loan Agreement") providing for the following loans and advances:

(i) Line of Credit Loans to Mortgagor as Mortgagor may from time to time request, up to but not in principal amount exceeding the lesser of $7,000,000 (or such reduced amount as may be fixed by Mortgagee upon notice to Mortgagor) or the then current Borrowing Base (as defined in the Loan Agreement). The Revolving Loans shall be due and payable on July 31, 1995, unless earlier demand for payment is made by Mortgagee. The Line of Credit Loans shall be evidenced by a Line of Credit Note (as may be amended, the "Line of Credit Note"), dated August 24, 1988.

(ii) A Demand Loan in the principal amount of $3,000,000.00, which shall be due and payable on demand by Mortgagee. At any time prior to the first anniversary of the Loan Agreement when the Borrowing Base is less than $7,000,000, Mortgagor may request once, and Mortgagee may agree to increase the maximum amount of the Demand Loan by an amount equal to the difference between the Borrowing Base and $7,000,000; provided that such amount shall not exceed $500,000. The Demand Loan shall be evidenced by the Demand Note, and shall be payable on demand, or if no demand is made in ten (10) consecutive equal quarterly installments each in the amount of Three Hundred Thousand Dollars ($300,000), payable on the last day of each January, April, July and October, commencing on April 30, 1989 and ending on July 31, 1991. In the event that the Demand Loan is increased, then Mortgagor shall execute and deliver to Mortgagee a replacement Demand Note reflecting such increase. Such replacement Demand Note shall provide that the increased Demand Loan shall be payable on

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demand, or if no demand is made, in the remaining number of unpaid consecutive, equal quarterly installments provided in the original Demand Note, payable on the last day of each April, October, January and July, commencing on the later to occur of April 30, 1989 or the first such date to occur after the date of increase, and ending on July 31, 1991.

The term "Loans" shall mean the Line of Credit Loans, the Demand Loan and any other loans or advances to Mortgagor by Mortgagee under or pursuant to the Loan Agreement, all as may be amended, modified, increased, decreased or extended from time to time. The Loans are payable as set forth in the Loan Agreement, but in no event later then 20 years from the date of the Loan Agreement, in a maximum principal amount not to exceed $15,000,000.00 at any one time outstanding plus interest and amounts advanced to protect the Mortgagee's security interest and collateral. The term "Notes" shall mean the Line of Credit Note, the Demand Note, and all promissory notes, if any, issued pursuant to the Loan Agreement.

C. Liabilities & Future Advances. The parties intend to secure (on a priority basis from the date of recording of this Mortgage) payment of the "Liabilities" (as defined in the Loan Agreement) including the Loans, whether the entire amount shall have been advanced to the Mortgagor this date or at a later date, or having been advanced, shall have been repaid in part or in full and further advances made at a later date. At any time before this Mortgage's cancellation and release, the Loan Agreement and Mortgage, including the terms of repayment, may from time to time be modified or amended in writing by the Mortgagor and Mortgagee to include future advances for any purpose made by the Mortgagee, at its option, to or for the benefit of Mortgagor. Mortgagor covenants and agrees that this Mortgage secures (on a priority basis from the date of recording of this Mortgage) any and all such future advances, whether the same are of the same or a different kind or quality as the original advances or whether related to the original advances, and secures the interest thereon as well as the principal and interest now evidenced by the Loans. Mortgagor further acknowledges that Mortgagee has required the execution and delivery of this Mortgage as a condition precedent to Mortgagee's obligation to make the Loans.

D. Secured Indebtedness. The terms "Secured Indebtedness" and "Indebtedness" shall include: the Loans and other Liabilities, including the principal and interest and premiums, if any, the Notes and all extensions, modifications, substitutions or renewals thereof, in whole or in part, any future advances, with interest, made by the Mortgagee to Mortgagor pursuant to the Loan Agreement ("Future Advances"), and all other sums which at any time may be due or owing or required to be paid as provided herein or in the Loan Agreement or any Note. The total principal of the Secured Indebtedness shall not exceed FIFTEEN MILLION AND NO/100 DOLLARS ($15,000,000.00) at any one time, plus interest. (Nothing contained in this paragraph shall be considered as limiting the interest which may be secured hereby or the amounts that shall be secured hereby when advanced to protect the real estate security).

E. Other Loan Documents. As security for the repayment of the Secured Indebtedness in addition to this Mortgage, there have been executed and delivered to Mortgagee certain other "Security Documents" described in the Loan Agreement. (The Loan Agreement, this Mortgage, and all such other Security Documents whether now or hereafter existing, as may be amended, modified or supplemented from time to time, are collectively referred to as the "Loan Documents").

THE GRANT

NOW, THEREFORE, (i) to secure the payment of the principal of and interest on the Loans and other Liabilities in accordance with the Loan Agreement; and (ii) to secure the payment of the Indebtedness and the performance and observance of all of the covenants, agreements and provisions contained in this Mortgage, the Notes, the Loan Agreement and the other Loan Documents; and (iii) in consideration of the above Recitals; and (iv) for other good and valuable considerations, the receipt and sufficiency of which are acknowledged by Mortgagor; Mortgagor DOES HEREBY GRANT, DEMISE, RELEASE, ALIEN, MORTGAGE, CONVEY AND WARRANT unto Mortgagee, its successors and assigns forever, all of its estate, demand, right, title and interest in, to and under the Real Estate (which, together with the property mentioned in the next succeeding paragraphs, are called the "Premises" or the "Property");

TOGETHER with all right, title, license and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, gores of land, streets, avenues, vaults and alleys adjoining the Real Estate;

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, emblements, passages, waters, water courses, riparian rights, zoning variances and exceptions, development rights, water and mineral rights, other rights, liberties and privileges thereof or in any way now or at any time appertaining to the Real Estate, and any land or vaults lying within the right-of-way of any street or public passage adjoining the Premises, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainders thereof;

TOGETHER with all rents, income, receipts, revenues, issues, proceeds and profits accruing and to accrue from the Premises;

TOGETHER with all buildings, structures and improvements of every kind and description now or at any time erected or placed on the Real Estate; and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or at any time erected on the Real Estate, all of which materials shall be deemed to be included within the Premises immediately upon delivery to the Real Estate; and all fixtures and articles of personal property now or at any time owned by Mortgagor and located on, attached to or forming a part of or used in connection with the Real Estate or the operation and convenience of any buildings and improvements located on the Real Estate, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings, screens, awnings, partitions, carpeting, curtains and drapery hardware used or useful in the operation or for the convenience of the Real Estate or any buildings and improvements on the Real Estate and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air-conditioning and sprinkler equipment, systems, fixtures and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus and hot-and-cold water equipment and systems), and all renewals or replacements thereof or articles in substitution therefor, or additions or extensions thereto, in all cases whether or not the same are or shall be attached to said buildings and improvements in any manner. It is mutually agreed that all of the above property owned by Mortgagor and placed on the Real Estate shall, so far as permitted by law, be deemed to be fixtures, a part of the Real Estate, and security for the Indebtedness. Notwithstanding the agreement and declaration expressed above that certain articles of property form a part of the Real Estate encumbered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and

declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods and any proceeds of such goods, as collateral, and the Mortgagor grants a security interest in such goods and any proceeds of such goods to Mortgagee as a secured party, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 17 of this Mortgage;

TOGETHER with all right, title, estate and interest of Mortgagor in and to the Premises, property, improvements, furniture, furnishings, apparatus and fixtures hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Premises after the occurrence of an Event of Default, as defined below and the appointment of a receiver or foreclosure;

TOGETHER with all awards and other compensation now or at any time to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are assigned to Mortgagee, and Mortgagor designates Mortgagee as its agent and directs and empowers Mortgagee, at the option of Mortgagee, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust or compromise the claim for any award and to collect and receive the proceeds of such award, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds described in Paragraph 10 below; and

TOGETHER with all rights of Mortgagor under any contracts executed by Mortgagor with any provider of goods or services in connection with any goods, services, materials or labor provided or to be provided to the Premises.

TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, subject to Permitted Encumbrances, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses and purposes in this Mortgage set forth together with all right to possession of the Premises upon the occurrence of any Event of Default; Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements provided in this Mortgage to be performed and observed by Mortgagor, then this Mortgage and the estate, right and interest of Mortgagee in the Premises shall cease and become void and of no effect, and Mortgagee shall deliver to Mortgagor a release of this Mortgage lien, otherwise to remain in full force and effect.

GENERAL AGREEMENTS

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. Mortgagor shall pay when due (a) the principal of and interest and premium, if any, on the Loans and (b) all other Indebtedness. Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in this Mortgage, the Notes and the other Loan Documents. This Mortgage shall secure each payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, Etc. Mortgagor shall (a) promptly repair, restore or rebuild any building or improvement now or at any time included within the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purpose (the availability of such proceeds shall be governed by Paragraph 8 below); (b) keep the Premises in good condition and repair, ordinary wear and tear excepted, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien (subject to Mortgagor's right to contest such liens provided in Paragraph 3 below); (c) pay, when due, any indebtedness which may be secured by a lien or charge on the Premises superior to the lien of this Mortgage and, upon request, exhibit to Mortgagee satisfactory evidence of the discharge of such prior lien (Mortgagor shall have the right to contest tax liens under Paragraph 4); (d) complete, within a reasonable time, any building or other improvements now or at any time in the process of erection upon the Premises; (e) comply with all material requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and its use; (f) make or permit no material alterations in the Premises except as required by law or ordinance without the prior written consent of Mortgagee, which consent will not be unreasonably withheld; (g) suffer or permit no change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent, which will not be unreasonably withheld; (h) initiate or acquiesce in no zoning reclassification with respect to the Premises without Mortgagee's consent, which consent shall not be unreasonably withheld; (i) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises, and (j) give notice in writing to Mortgagee of and, unless otherwise directed in writing by the Mortgagee, appear in and defend any action or proceeding affecting the Premises, the security of this Mortgage or the rights or powers of Mortgagee.

3. Other Liens. Without Mortgagee's prior consent, Mortgagor shall not create or suffer or permit any mortgage, lien, charge, restriction or encumbrance to attach to the Premises, whether inferior or superior to the lien of this Mortgage, excepting only the lien of general real estate taxes and assessments not delinquent and those other encumbrances identified on Exhibit B attached hereto and made a part hereof ("Permitted Encumbrances"). Mortgagor may, within thirty (30) days of the filing of any such lien or claim of lien, in good faith contest the lien or claim upon furnishing title insurance coverage or security and indemnification satisfactory to Mortgagee, in its sole discretion, for the final payment and discharge of the lien or claim, including potential interest, penalties, damages, court costs and attorney's fees from time to time, upon Mortgagee's request as such amounts accrue.

4. Taxes. Mortgagor shall pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature, whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest in the Premises, or the Indebtedness, or any obligation or agreement secured by this Mortgage; and Mortgagor shall, upon written request, furnish to Mortgagee duplicate receipts for such taxes. Mortgagor shall pay in full under protest in the manner provided by statute, any Taxes which Mortgagor may desire to contest; provided, that if deferment of payment of any such Taxes is required to conduct any contest or review, Mortgagor shall deposit with Mortgagee the full amount of payment due, together with an amount equal to the estimated interest and penalties on such payment during the period of contest. In any event, Mortgagor shall pay such Taxes, notwithstanding such contest from time to time, upon Mortgagee's request as such amounts accrue , if in the reasonable opinion of Mortgagee the Premises shall be in jeopardy or in danger of being forfeited or foreclosed. If Mortgagor shall

not pay the same when required, Mortgagee, upon notice to Mortgagor, may do so and may apply such deposit for the purpose.

If any law or court decree has the effect of (i) deducting from the value of the land for the purpose of taxation any lien thereon; (ii) imposing upon Mortgagee the payment of the whole or any part of the Taxes or liens required by this Mortgage to be paid by Mortgagor; (iii) or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of Taxes, so as to adversely affect this Mortgage or Mortgagee; then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such Taxes, or reimburse Mortgagee for such payment on demand. If such payment or reimbursement by Mortgagor is unlawful, the Indebtedness shall be due and payable after demand by Mortgagee to Mortgagor.

Nothing in this Paragraph 4 shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, except that which may be levied against such income expressly as and for a specific substitute for Taxes pertaining to the Premises, and then only in an amount computed as if Mortgagee derived no income from any source other than its interest under this Mortgage.

Subject to Mortgagor's right to contest Taxes and upon five (5) days notice, Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment relating to Taxes not paid by Mortgagor when due. Mortgagee may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any tax, assessment, lien, sale, forfeiture, or related title or claim. After an Event of Default, Mortgagee is further authorized to make or advance, in the place and stead of Mortgagor, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein authorized, whenever, in its judgment and discretion, such advance seems necessary or desirable to protect the full security intended to be created by this Mortgage. In connection with any such advance, Mortgagee is further authorized, at its option, to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Mortgagee's choosing. All such advances and indebtedness authorized by this Paragraph shall constitute additional Secured Indebtedness and shall be repayable by Mortgagor upon demand with interest.

5. Insurance Coverage. Mortgagor will insure and keep insured all of the buildings and improvements now or at any time included within the Premises and each and every part and parcel of the Premises, against such perils and hazards as Mortgagee may from time to time reasonably require, and in any event including:

(a) "All Risk" insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as Mortgagee may require, in amounts not less than one hundred percent (100%) of the full replacement value of the Premises;

(b) Comprehensive general public liability insurance against death, bodily injury, and property damage in any way arising in connection with the Premises with such limits as Mortgagee may reasonably require in light of what other entities of similar size and nature in the area maintain, blanket contractual liability and broad form property damage;

(c) Business interruption insurance (or if a major portion of the Premises are ever leased or rented, then, at Mortgagee's discretion, rental insurance) in amounts sufficient to pay all amounts required by this Mortgage to be paid by Mortgagor during the period, as estimated by Mortgagee, required to totally rebuild the Premises, but in any event not less than one year;

(d) Steam boiler, machinery and other insurance of the types and in amounts not less than customarily carried by persons owning or operating like properties;

(e) Insurance against loss or damage by flood or mud slide, if the Premises are now, or at any time while the Indebtedness remains outstanding shall be, situated in an area which an appropriate governmental authority designates as a flood or mud slide hazard area or the like, in such amount as Mortgagee may require, but no amount in excess of the minimum legal limit of coverage shall be so required; and

(f) Umbrella liability in such amount as Mortgagee shall require, but in any event not less than $10,000,000.00.

6. Insurance Policies. All policies of insurance to be maintained and provided as required by Paragraph 5 shall be in form, companies registered to do business in Illinois and amounts reasonably satisfactory to Mortgagee. All companies providing insurance coverage shall have a Best's Rating of "A" or better. All policies of casualty insurance shall have attached standard noncontributory mortgage clauses or endorsements in favor of and with loss payable to and in form satisfactory to Mortgagee. Mortgagor will promptly deliver certified copies of policies, including additional and renewal policies to Mortgagee. In case of insurance policies about to expire, Mortgagor will deliver original renewal policies not less than thirty (30) days prior to the respective dates of expiration. All insurance policies shall contain a provision requiring at least thirty (30) days notice to Mortgagee prior to any cancellation or modification of such policies. Mortgagor shall not permit any condition to exist with respect to the Premises which would wholly or partially invalidate any such insurance.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Mortgage unless Mortgagee is included under a standard mortgage clause reasonably acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any separate insurance is taken out and shall promptly deliver to Mortgagee any policies or certificates of such insurance.

7. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and insurance premiums payable with respect to the Premises as and when the same shall become due and payable:

(a) Mortgagor shall, upon Mortgagee's demand after an Event of Default, deposit with Mortgagee on the first day of each and every month an amount equal to:

(i) One-twelfth (1/12) of the Taxes next to become due upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such Taxes are, in fact, due and payable, plus

(ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable.

The amount of such deposits ("Tax and Insurance Deposits") shall be based upon Mortgagee's reasonable estimate as to the amount of Taxes and insurance premiums next to be payable. All Taxes and Insurance Deposits shall be held by Mortgagee without any allowance of interest.

(b) The aggregate of the monthly Tax and Insurance Deposits shall be paid in a single payment each month, to be applied prior to the occurrence of an Event of Default to the following items in the order stated:

(i) Taxes and insurance premiums;

(ii) Indebtedness other than principal and interest on the Loans;

(iii) interest on the Loans;

(iv) amortization of the principal balance of the Loans.

(c) Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to Mortgagee by Mortgagor of the bills therefor, promptly pay the insurance premiums and Taxes before the applicable payment dates provided Mortgagor has presented the bills to Mortgagee a reasonable amount of time before the payment dates, or Mortgagee will, upon the presentation of receipted bills, reimburse Mortgagor for such payments made by Mortgagor. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the taxes and insurance premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency. If the total of such Deposits exceeds the amount required to pay the Taxes and insurance premiums, such excess shall be credited on subsequent payments to be made for such Deposits.

(d) Upon the occurrence of an Event of Default, Mortgagee may, at its option, without being required, apply any Tax and Insurance Deposits on hand to any of the Indebtedness, in such order and manner as Mortgagee may elect. When the Indebtedness has been fully paid, then any remaining Tax and Insurance Deposits shall be paid to Mortgagor. All Tax and Insurance Deposits are pledged as additional security for the Indebtedness, and shall be held by Mortgagee to be irrevocably applied for the purposes for which made as provided in this Mortgage, and shall not be subject to the direction or control of Mortgagor.

(e) Despite anything in this Mortgage to the contrary, Mortgagee and any loan servicing agent for Mortgagee or their successors and assigns, shall not be liable for any failure to apply to the payment of Taxes and insurance premiums any amounts deposited as Tax and Insurance Deposits unless Mortgagor, while no Event of Default has occurred and is continuing under this Mortgage, shall have requested Mortgagee in writing to make application of such Deposits on hand to the payment of the particular Taxes or insurance premiums for the payment of which such Deposits were made, accompanied by the bills for such payments. Neither Mortgagee nor its loan servicing agent shall be liable for any act or omission taken in good faith or pursuant to the instructions of any party but only for its gross negligence or willful misconduct.

8. Proceeds of Insurance. Mortgagor will give Mortgagee prompt notice of any damage to or destruction of the Premises.

(a) In case of loss covered by policies of insurance, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is authorized at its option either (i) to settle

and adjust any claim under such policies without the consent of Mortgagor, and in such event Mortgagee shall act in a commercially reasonable fashion in settling such claim; provided Mortgagor is entitled itself to settle and adjust claims for less than $25,000.00; or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In any case Mortgagee shall, and is authorized to, collect and receipt for any such insurance proceeds. Reasonable expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness, and shall be reimbursed to Mortgagee upon demand.

(b) In the event of any insured damage to or destruction of all or any part of the Premises ("Insured Casualty"), and if, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty, and adequately securing the outstanding balance of the Indebtedness, then, if no Event of Default shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding all or any part of the Premises subject to Insured Casualty, as provided for in Paragraph 9 of this Mortgage. Mortgagor covenants and agrees immediately to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding. Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms of this Mortgage.

(c) Except as provided in Subsection (b) of this Paragraph 8, Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the Indebtedness, in such order or manner as Mortgagee may elect. Any application of insurance proceeds to reduce Indebtedness shall constitute a voluntary prepayment of the Loans, requiring the payment of any prepayment premiums or fee provided in the Loan Agreement or any Note.

(d) If the proceeds of insurance, if any, shall be made available to Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, Mortgagor covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to the Insured Casualty. Such work shall comply with plans and specifications approved by Mortgagee, which approval shall not be unreasonably withheld.

9. Disbursement of Insurance Proceeds. If Mortgagor is entitled to reimbursement out of insurance proceeds held by Mortgagee, such proceeds shall be disbursed from time to time upon Mortgagee being furnished with (i) evidence reasonably satisfactory to it of the estimated cost of completion of the restoration, repair, replacement and rebuilding, (ii) funds (or assurances satisfactory to Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Mortgagee may reasonably require and approve. If Mortgagor then requires the delivery of mechanic's and material men's waivers in advance of making disbursements, such waivers shall be deposited into a construction loan escrow agreement reasonably acceptable to Mortgagee. Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by Mortgagee prior to commencement of work, which approval shall not be unreasonably withheld. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding

shall exceed ninety percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited for that purpose shall be at least sufficient in the reasonable judgment of Mortgagee (based upon the estimated cost of the work) to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall, at the option of Mortgagee, be applied on account of the Indebtedness or be paid to any other party entitled to payment. No interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held in the hands of Mortgagee.

10. Condemnation. Mortgagor assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation including any payments made in lieu of and/or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness whether due or not, or require Mortgagor to restore or rebuild the Premises, in which event, the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of such rebuilding or restoring. If, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the condemnation and adequately securing the outstanding balance of the Indebtedness, the award shall be used to reimburse Mortgagor for the cost of restoration and rebuilding; provided that no Event of Default has occurred and is then continuing. If Mortgagor is required or permitted to rebuild or restore the Premises, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously approved by Mortgagee (which approval shall not be unreasonably withheld). Proceeds of the award shall be paid out in the same manner as is provided in Paragraph 9 of this Mortgage for the payment of insurance proceeds towards 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 costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs or rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the Indebtedness or be paid to any other party entitled to payment, including, if applicable, Mortgagor. No interest shall be allowed to the Mortgagor on account of any award held by Mortgagee.

11. Mortgage and Stamp Tax. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagor or the Premises, any tax is due or becomes due in respect of the issuance of the Note or the granting of this Mortgage, Mortgagor shall pay such tax in the required manner. Mortgagor agrees to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax upon the issuance of the Note or the granting of this Mortgage.

12. Prepayment Provisions. Mortgagor's rights and obligations in connection with any prepayment of principal Indebtedness, including the payment of any prepayment penalties, fees or charges, are set forth in the Note or Loan Agreement.

13. Effect of Extensions of Time and Amendments on Junior Liens and Others. If, in accordance with the Loan Documents, the payment of all or any part the Indebtedness is extended or varied, or if any part of the security for payment is released, all persons now or at any time liable for such payment, 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 of this Mortgage, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Mortgagor is required to keep the Premises free of all mortgages, liens, charges and encumbrances, except Permitted Encumbrances. If, despite such prohibition, any person, firm or corporation acquires a junior mortgage, or other lien upon or interest in the Premises, such lien shall be subject to the rights of Mortgagee to amend, modify and supplement this Mortgage, the Loans and the Loan Agreement and to extend the maturity of the Indebtedness, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

14. Mortgagee's Performance of Mortgagor's Obligations. If an Event of Default shall occur and be continuing, Mortgagee, either before or after acceleration of the Indebtedness or the foreclosure of the lien of this Mortgage and during the period of redemption, if any, Mortgagee may, upon notice to Mortgagor, but shall not be required to, make any payment or perform any act required of Mortgagor in this Mortgage in any form and manner deemed expedient by Mortgagee. Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment Mortgagee may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the Premises. Upon the appointment of a receiver or foreclosure, Mortgagor may rent, operate and manage the Premises and such improvements and pay operating costs and expenses, including management fees, of every kind and nature, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes authorized in this Mortgage, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and other monies advanced by Mortgagee to protect the Premises and the lien of this Mortgage, to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such improvements or to pay any such operating costs and expenses thereof or to keep the Premises operational and usable for its intended purpose shall be so much additional Indebtedness, whether or not they exceed the face amount of the Loans immediately due and payable without notice, and with interest at the default interest rate specified in the Loan Agreement ("Default Rate"). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it as a result of the occurrence of an Event of Default. In making any payment authorized by this Mortgage (a) relating to Taxes, may do so according to any bill statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) relating to the purchase, discharge, compromise or settlement of any other prior lien relating to the Premises, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) relating to the completion of construction, furnishing or equipping of the improvements or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, Mortgagee may do so in such amounts and to such persons as Mortgagee may reasonably deem appropriate and may enter into such contracts therefor as Mortgagee may reasonably deem appropriate or may perform the same itself.

15. Inspection of Premises and Records. Mortgagee shall have the right upon 24 hours notice to inspect the Premises and inspect and copy all books, records and documents of Mortgagor, its beneficiary, and their agents relating to the Premises at all reasonable times. Mortgagor shall make available to Mortgagee its copying facilities on the Premises, and Mortgagee shall reimburse

Mortgagor for the reasonable costs of any copies made utilizing Mortgagor's copying facilities. Access to the Premises and such items shall be permitted for that purpose.

16. Financial Statements. Mortgagor shall furnish those financial statements and such other statements as are required by the other Loan Documents.

17. Uniform Commercial Code. Mortgagor hereby grants to Mortgagee a security interest in, and this Mortgage hereby constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to, any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate, and all proceeds thereof (for the purposes of this Paragraph 17 called "Collateral"). All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises. The following provisions of this Paragraph 17 shall not limit the generality or applicability of any other provision of this Mortgage:

(a) Mortgagor (the "Debtor" as that term is used in the Code) is and will be the true and lawful owners of the Collateral, subject to no liens, charges or encumbrances other than the lien of this Mortgage or as shown on Exhibit B hereto, or as permitted by the Loan Agreement.

(b) The Collateral is to be used by Mortgagor solely for business purposes, being installed upon the Premises for Mortgagor's own use or as the equipment and furnishings furnished by Mortgagor, as landlord, to tenants of the Premises.

(c) Except as otherwise allowed by the Loan Agreement, the Collateral will be kept at the Real Estate, and will not be removed without the consent of Mortgagee (the "Secured Party" as that term is used in the Code) or any other person and the Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are Mortgagor, Mortgagee and tenants and users approved by Mortgagee.

(e) To the best of Mortgagor's knowledge based on due inquiry, no Financing Statement covering any of the Collateral or any proceeds of the Collateral is on file in any public office except pursuant to this Paragraph 17. Mortgagor will, at its own cost and expense, promptly furnish to Mortgagee such further information as may be reasonably requested by Mortgagee and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and as Mortgagee may from time to time reasonably request or as may be necessary to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no adverse liens or encumbrances. Mortgagor will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

(f) If an Event of Default shall occur and be continuing, Mortgagee, at its option, may declare the Indebtedness to be immediately due and payable, all as more fully set forth in Paragraph 19 of this Mortgage, and Mortgagee shall have the remedies of a secured party under the Code. For that purpose Mortgagee may, so far as Mortgagor can give authority, with judicial process, enter upon any place

which all or any part of the Collateral or any part may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code). Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Premises by public sale. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee in Chicago which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least five (5) days notice of the time and place of any public sale. Notice of sale, if mailed, shall be deemed reasonably and properly given if mailed at least five (5) days before the time of sale or disposition, by registered or certified mail, postage prepaid, addressed to Mortgagor at the address shown in Paragraph 36 of this Mortgage. Mortgagee may buy at any public sale. If the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely a distributed standard price quotations, Mortgagee may conduct and buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Real Estate, the Collateral and Real Estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the reasonable expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness, and Mortgagee will pay to Mortgagor any remaining proceeds.

(g) Mortgagee's remedies under this Mortgage are cumulative and the exercise of any one or more of the remedies provided for in this Mortgage or under the Code shall not be construed as a waiver of any of the other remedies of Mortgagee, including having the Collateral deemed to be a part of the Real Estate upon any foreclosure so long as any part of the Indebtedness remains unsatisfied.

(h) The terms and provisions contained in this Paragraph 17 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(i) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of this Mortgage which goods are or are to become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in Paragraph 36 of this Mortgage. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Real Estate is located. Mortgagor is the record owner of the Real Estate.

18. Restrictions on Transfer. Except as otherwise expressly allowed by the Loan Documents or with Mortgagor's prior written consent, Mortgagor shall not create, effect, contract for, consent to, suffer or permit any of the following: a conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or an agreement to do any of the foregoing) of all or any part of the Premises or any interest in the Premises, whether effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise. Each of the foregoing is referred to as a "Prohibited Transfer". Liens securing the Indebtedness, or the lien of current general real estate taxes and assessments not in default shall not be considered Prohibited Transfers.

DEFAULTS AND REMEDIES

19. Events of Default. Each of the following shall constitute an "Event of Default":

(a) Default in the payment of principal of, or interest on, the Loans when due, or any other payment of monies due in respect to the Liabilities or under any of the Loan Documents;

(b) A Prohibited Transfer shall occur and be continuing; or

(c) An "Event of Default" shall occur and be continuing under the Loan Agreement or the other Loan Documents, subject to any applicable cure periods; to the extent not an "Event of Default" hereunder; or

(d) A default in the due and punctual performance or observance of any other agreement or condition in this Mortgage, and such default shall continue for thirty (30) days after notice of such default by Mortgagee to Mortgagor, except that such thirty 30 day notice shall not be required to constitute an Event of Default under the other sub-paragraphs of this Paragraph 19; or

(e) The Premises shall be abandoned and business operations suspended; or

(f) The title of Mortgagor to its interest in all or any substantial part of the Premises shall become the subject matter of a judicial order which would or might, in Mortgagee's opinion, result in substantial impairment or loss of the security provided by this instrument and upon notice by Mortgagee to Mortgagor such order is not dismissed within sixty (60) days of such notice; or

(g) This Mortgage shall not constitute a valid first lien on and security interest in the Premises, subject to Permitted Encumbrances; or

(h) Any representation or warranty made by the Mortgagor is untrue or misleading in any material respect when made; or

(i) A default under any of the Collateral Assignments of Leases.

Upon an Event of Default, Mortgagee is authorized and empowered, at its option, and without affecting the lien created by this Mortgage or the priority of said lien or any right of Mortgagee under this Mortgage to declare, without further notice, all Indebtedness to be immediately due and payable, whether or not such default is later remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Notes, any of the other Loan Documents, or by law or in equity conferred.

20. Possession by Mortgagee. Upon an Event of Default, Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession or to appoint an agent or trustee for the collection of the rents, issues and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of Taxes, insurance premiums and other charges applicable to the Premises, or in reduction of the Indebtedness; and the rents, issues and profits of and from the Premises are specifically pledged to the payment of the Indebtedness.

21. Foreclosure. Upon the occurrence of an Event of Default, Mortgagee shall have the right to foreclose the lien of this Mortgage for such Indebtedness or part thereof. In any suit to

foreclose the lien of this Mortgage, there shall be allowed and included as additional Indebtedness in the decree of sale, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title, as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph 21, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Loans or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness and shall be immediately due and payable by Mortgagor, with interest at the default interest rate set forth in the Loan Agreement until paid.

22. Receiver. 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 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 or not the same shall be then occupied as a homestead. Mortgagee or any employee or agent of Mortgage may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a 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 and 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 may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of:

(a) The Indebtedness or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to the foreclosure sale; or

(b) The deficiency in case of a sale and deficiency.

23. Proceeds of Foreclosure Sale. 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 mentioned in Paragraph 21; Second, all other items which, under the terms of this Mortgage, constitute Indebtedness additional to that evidenced by the Note, with interest on such items as provided in this Mortgage; Third, to the interest portion of the Indebtedness remaining unpaid; Fourth, to the principal portion of the Indebtedness remaining unpaid; and lastly, any surplus to Mortgagor, and its successors or assigns, as their rights may appear or as a court of competent jurisdiction shall order.

24. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds

of any insurance policy or policies, if not applied 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. The balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss payable to said decree creditors. Any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redemptor may cause the preceding loss clause attached to each casualty insurance policy to be cancelled and a new loss clause to be attached, making the loss under such policy payable to such redemptor. In the event of foreclosure sale, Mortgagee is 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 without credit or allowance to Mortgagor for prepaid premiums on such policies.

25. Waiver. To the full extent not prohibited by law, Mortgagor covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of any law or statute now or at any time in force for: (i) any stay, exemption or extension or any so-called "Moratorium Law"; (ii) the valuation or appraisement of all or any part of the Premises, prior to any sale or sales of the Premises pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction; or (iii) the redeemption any property sold at foreclosure, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent not prohibited by law, Mortgagor hereby voluntarily and knowingly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. The parties intend that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be waived to the full extent permitted by the provisions of applicable law. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

M I S C E L L A N E O U S

26. Assignment of Leases and Rents. All right, title, and interest of the Mortgagor in and to any and all present and future leases ("Leases") affecting the Premises, written or oral, and together with all rents, income, receipts, revenues, issues, avails and profits from or arising out of the Premises are hereby transferred and assigned simultaneously herewith to the Mortgagee as further security for the payment of the Secured Indebtedness. Mortgagor shall submit all future Leases affecting the Premises to the Mortgagee for its approval prior to execution. All approved and executed Leases shall be specifically assigned to Mortgagee by an instrument satisfactory to Mortgagee. Each Lease shall, at the option of Mortgagee, be paramount or subordinate to this Mortgage. Although the parties intend that this assignment shall be a present assignment, it is understood and agreed that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall occur under this Mortgage. From time to time, Mortgagor shall furnish Mortgagee with executed copies of each Lease and with estoppel letters from each tenant, which estoppel letters shall be in a

form satisfactory to Mortgagee and shall be delivered within thirty (30) days after Mortgagee's written demand. If Mortgagee requires that Mortgagor execute and record a separate collateral Assignment of Rents or separate collateral Assignment of Leases to Mortgagee, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Mortgage and the terms thereof.

If, without Mortgagee's prior written consent, Mortgagor: (i) as lessor, fails to perform and fulfill any material term, covenant, condition, or provision in any Lease; (ii) suffers or permits to occur any material breach or default under the provisions of any assignment of any Lease given as additional security for the Secured Indebtedness; (iii) fails to cause continued performance or fulfillment of the material terms, covenants, or provisions, which are required to be performed by the lessee of any other Lease; (iv) cancels, terminates, or materially amends, modifies or voids any Lease; or (v) permits or approves an assignment by a lessee of a Lease or a subletting of all or any part of the Premises demised in the Lease; then, if such occurrence continues for 30 days after notice by Mortgagee, then Mortgagee, at its option and without further notice to Mortgagor, may declare an Event of Default hereunder. In such event, all unpaid Secured Indebtedness shall, notwithstanding anything in the Loan Agreement or Mortgage to the contrary, become immediately due and payable at the default interest rate.

Mortgagee shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage or the Loan Agreement or any participating interest therein or to any person acquiring title to all or any part of the Premises through foreclosure or otherwise. Subsequent assignees shall have all the rights and powers provided to Mortgagee. Upon an Event of Default, this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof, if any, to pay all rents directly to Mortgagee without proof of the Event of Default, and Mortgagee shall apply such proceeds as provided herein for the payment of expenses and Indebtedness.

If Mortgagor, as lessor, shall neglect or refuse to perform observe, and keep all of the material covenants, provisions, and agreements contained in the Lease or Leases then the Mortgagee may, upon 10 days notice, perform and comply with any such Lease covenants, agreements, and provisions. All costs and expenses incurred by the Mortgagee in so complying shall become a part of the principal secured by this Mortgage and shall become immediately due and payable with interest at the default rate.

The Mortgagee, however, shall not be obligated to perform or discharge any obligation, duty or liability under any Lease. The Mortgagor shall indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which Mortgagee may or might incur under the Leases (except solely due to Mortgagee's gross negligence or willful misconduct) or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of all alleged obligations or undertakings on its part to perform or discharge any Lease terms, covenants or agreements. Any such liability, loss or damage under the Leases or under or by reason of their assignment, or in the defense of any claims or demands, the amount thereof, including reasonable costs, expenses and reasonable attorneys' fees incurred by Mortgagee shall be secured hereby at the default interest rate. Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

27. Mortgagee in Possession. Nothing contained in this Mortgage shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

28. Further Assurances. Mortgagor will execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole reasonable judgment of Mortgagee, for the better conveying, mortgaging, assigning and confirming unto Mortgage all property mortgaged by this Mortgagee or property intended so to be; whether now owned by Mortgagor or hereafter acquired.

29. Covenants Run with Land; Mortgagor's Successors. All of the covenants of this Mortgage shall run with the land and be binding on any successor owners of the Premises. In the event that the ownership of the Premises becomes vested in a person or persons other than Mortgagor (even if in violation of the Mortgagee's and the other Loan Documents' restrictions on transfer of the Premises), Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises known to Mortgagor, but nothing in this Paragraph 29 shall vary or negate the provisions of Paragraph 18.

30. Rights Cumulative. Each right, power and remedy conferred upon Mortgagee by this Mortgage is cumulative and in addition to every other right, power or remedy, express or implied, given now or existing, at law or in equity, and each and every right, power and remedy set forth in this Mortgage or otherwise existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee. The exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Mortgagee in the exercise of any right, power or remedy accruing under this Mortgage or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

31. Successors and Assigns. This Mortgage and each of its covenants, agreements and other provisions shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest in the Premises), and shall inure to the benefit of Mortgagee and its successors and assigns. Wherever Mortgagee is referred to in this Mortgage, such reference shall be deemed to include the holder from time to time of the Note; and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded by this Mortgage, and may enforce all and every of the terms and provisions of this Mortgage, as fully and to the same extent and with the same effect as if such from time to time holder were in this Mortgage by name specifically designated Mortgagee.

32. Provisions Severable. The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions contained in this Mortgage unenforceable or invalid.

33. Waiver of Homestead Rights. Mortgagor waives any and all right of homestead in the Premises.

34. Time of the Essence. Time is of the essence of the Note, this Mortgage and the other Loan Documents.

35. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of its provisions. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

36. Notices. Any notice which any party to this Mortgage may desire or may be required to give to any other party shall be directed to the recepient at the address shown below and be made in the manner provided in the Loan Agreement:

If to Mortgagee:

Continental Illinois National
Bank and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697
(Attention: Robert Curley)

If to Mortgagor:

Continental Glass & Plastic, Inc.
841 W. Cermak Road
Chicago, Illinois 60608
(Attention: Richard A. Giesen)

37. Option to Subordinate. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording, at any time hereafter, in the Office of the Recorder of Deeds in and for the county where the Premises are situated, of a unilateral declaration to that effect.

38. Estoppel Certificate. Each party shall within twenty (20) days of a written request from the other furnish a written statement, duly acknowledged, setting forth the sums secured by this Mortgage and, to the best of the certifying party's knowledge, any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Mortgage.

39. Release. Upon payment of the Indebtedness, Mortgagee shall release this Mortgage and the lien hereof by proper instrument. Mortgagor shall pay Mortgagee's reasonable administrative costs incurred in releasing this Mortgage.

40. Future Advances. Upon request of Mortgagor or Mortgagor's beneficiary, the Mortgagee, at Mortgagee's sole option so long as this Mortgage secures indebtedness held by Mortgagee, may make Future Advances to Mortgagor or Mortgagor's beneficiary. Such Future Advances, with interest thereon, shall be secured by this Mortgage. At no time shall the principal amount of the Indebtedness, not including interest or any sums advanced in accordance herewith to protect the lien of this Mortgagee, exceed $15,000,000.00. Except as provided in the Loan Agreement, Mortgagee is under no obligation to make any Future Advances.

41. Counterpart Execution. This Mortgage may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

42. Applicable Law. This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Illinois.

43. Business Loans. Mortgagor certifies and agrees that the proceeds of the Note secured by this Mortgage will be held for the purposes specified in Illinois Revised Statutes Chapter 17, Section 6404(1)(a) or (c), and that the principal obligation secured hereby constitutes a "business loan" within the definition and purview of that Section.

44. Loan Agreement. The terms and provisions of such Loan Agreement are incorporated herein as if fully set forth. If any inconsistencies exist between this Mortgage and the Loan Agreement, the Loan Agreement shall govern. Terms used but not defined herein shall have the meanings given to them by the Loan Agreement.

45. Indemnity. Mortgagor shall indemnify and save Mortgagee harmless and, at Mortgagee's option and with counsel acceptable to Mortgagee, defend Mortgagee from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee (except due solely to Mortgagee's gross negligence or willful misconduct) at any time by any third party which relate to or arise from: the Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Premises; and/or the ownership, use, operation or maintenance of the Premises. All costs provided for in this Mortgage and paid for by Mortgagee shall be so much additional Indebtedness and shall become immediately due and payable without notice and with interest at the Default Rate.

46. Environmental Matters

A. Definitions. For purposes of this Mortgage, "Hazardous Material" means: (i) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq.; the Illinois Environmental Protection Act ("Illinois Environmental Act"), Ill. Rev. Stat. ch 111-1/2, §1001 et seq.; (ii) "hazardous wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6902 et seq.; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (iv) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 et seq., as amended or hereafter amended; and (vi) asbestos in any form or condition.

B. Representations and Warranties Mortgagor hereby represents and warrants to Mortgagee that:

1. Compliance. The Premises (including underlying groundwater and areas leased to tenants, if any), and the use and operation thereof, are currently and, to the best of Mortgagor's knowledge based on due inquiry, have been in material compliance with all laws, ordinances, requirements and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph A. above, all as amended and modified from time-to-time (collectively, "Environmental Laws"). To the best of Mortgagor's knowledge based on due inquiry, all required governmental permits and licenses are in effect, and Mortgagor is in compliance therewith. To the best of Mortgagor's knowledge based on due inquiry, all Hazardous Material generated or handled on the Premises has been disposed of in a lawful manner.

2. Absence of Hazardous Material. No generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material has, to the best of Mortgagor's knowledge based on due inquiry, occurred or is occurring on or from the Premises, except as has been disclosed in writing to and approved by Lender. ("Permitted Material"). To the best of Mortgagor's knowledge based on due inquiry, no environmental or public health or safety hazards currently exist with respect to the Premises or the business or operations conducted thereon. No underground storage tanks (including petroleum storage tanks) are present on or under the Premises except as has been disclosed in writing to and approved by Mortgagee ("Permitted Tanks").

3. Proceedings and Actions. There have been, to the best of Mortgagor's knowledge based on due inquiry, no past, and there are no pending or threatened: (i) actions or proceedings by any governmental agency or any other entity regarding public health risks or the environmental condition of the Premises, or the disposal or presence of Hazardous Material or regarding any Environmental Laws; or (ii) liens or governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind that could impair the value of the Premises, or the priority of the Mortgage lien or of any of the other Loan Documents.

C. Mortgagor's Covenants. Mortgagor herby covenants and agrees with Mortgagee as follows:

1. Compliance. The Premises and the use and operation thereof, shall comply with all Environmental Laws. All required governmental permits and licenses, if any, shall remain in effect, and Mortgagor shall comply therewith. All Hazardous Material present, handled or generated on the Premises will be disposed of in a lawful manner. Mortgagor will satisfy all requirements of applicable Environmental Laws for the maintenance and removal of all underground storage tanks on the Premises, if any. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Environmental Laws.

2. Absence of Hazardous Material. Other than Permitted Material, no Hazardous Material shall be introduced to or handled on the Premises without fourteen (14) days' prior written notice to Lender.

3. Proceedings and Actions. Mortgagor shall immediately notify Mortgagee and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Premises or compliance with Environmental Laws. Mortgagor shall promptly cure and have dismissed with prejudice any such actions and proceedings. Mortgagor shall keep the Premises free of any lien imposed pursuant to any Environmental Laws.

4. Environmental Audit. Mortgagor shall provide such information and certifications which Mortgagee may reasonably request from time to time to insure Mortgagor's compliance with this Paragraph 46. To investigate Mortgagor's compliance with Environmental Laws and with this Article, Mortgagee shall have the right, but no obligation, at any time upon 24 hours notice to enter upon the Premises, take samples, review Mortgagor's books and records, interview Mortgagor's employees and officers, and conduct similar activities. Mortgagor shall cooperate in the conduct of such an audit. Mortgagee shall use reasonable efforts not to interfere unduly with Mortgagor's business.

D. Mortgagee's Right to Rely. Mortgagee is entitled to rely upon Mortgagor's representations and warranties contained in this Paragraph 46 despite any independent investigations by Mortgagee or its consultants. The Mortgagor shall take reasonable actions

to determine for itself, and to remain aware of, the environmental condition of the Premises and shall have no right to rely solely upon any environmental investigations or findings made by Mortgagee or its consultants.

E. Indemnification. The term "Morgagee's Environmental Liability" shall mean any and all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or nature whatsoever (including attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against Mortgagee or any of Mortgagee's parent and subsidiary corporations, and their affiliates, shareholders, directors, officers, employees, and agents (collectively "Affiliates") in connection with or arising from:

1. any Hazardous Material on, in, under or affecting all or any portion of the Premises, the groundwater, or any surrounding areas;

2. any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Paragraph 46;

3. any violation or claim of violation by Mortgagor of any Environmental Laws; or

4. the imposition of any lien for damages caused by or the recovery of any costs for the cleanup, release or threatened release of Hazardous Material.

Mortgagor agrees to indemnify, defend (at trial and appellate levels and with counsel acceptable to Mortgagee and at Mortgagor's sole cost) and hold Mortgagee and its Affiliates free and harmless from and against Mortgagee's Environmental Liability. The foregoing indemnification, defense and hold harmless obligations shall survive repayment of the Note or any transfer of the Premises by foreclosure or by a deed in lieu of foreclosure for any Mortgagee's Environmental Liability, but shall not extend to Evnironmental Liabilities resulting solely from Mortgagee's acts after taking title to the premises by a deed in lieu or by foreclosure.

Mortgagor, its successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action against Mortgagee under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that Mortgagee is strictly liable under any Environmental Laws, Mortgagor's obligation to Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation or condition which results in liability to Mortgagee.

47. Waiver of Jury Trial. Mortgagor hereby waives any right to a trial by jury in any action or proceeding to enforce or defend any rights (i) under this Mortgage, the Note, the Loan Agreement or any other documents evidencing or securing the Secured Indebtedness or under any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection therewith (hereinafter sometimes the "Other Loan Documents"); or (ii) arising from any banking relationship existing in connection with this Mortgage or the Other Loan Documents; and agrees that any such action or proceeding shall be tried before a court and not before a jury.

48. Accountant's Letters. If the Loan Documents require that the Mortgagor's financial statements be prepared or certified by

accountants, then, at Mortgagee's request, Mortgagor shall deliver to Mortgagee one or more letters addressed to Mortgagee and signed by each accountant or firm of accountants who prepared or certified any of the financial statements furnished, or who will prepare or certify any financial statement to be furnished, to Mortgagee, affirming that such accountant or firm of accountants understands that Mortgagee will rely on such financial statements and that the liability and responsibility of such accountant or firm of accountants to Mortgagee with respect thereto will not be eliminated, diminished or affected in any way by Illinois Public Act 84-1251 (Laws 1986) or any other statutory, regulatory, administrative or other law, regulation, enactment, or ordinance.

49. Compliance with Illinois Mortgage Foreclosure Law. If 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) (the "Act") the provisions of the Act shall take precedence over the provisions Mortgage, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act.

If any Mortgage provision shall grant to Mortgagee any rights or remedies upon Mortgagor's default which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of such provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Paragraph 21 of this Mortgage, shall be added to the Indebtedness secured by this Mortgage or by the judgment of foreclosure.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

CONTINENTAL GLASS & PLASTIC, INC.

By: [signature]

Its: Chairman

ATTEST

By: [signature]

Its: Assistant Secretary

[SEAL]

This Instrument was prepared by
and should be returned to:

Thomas A. Van Beckum, Esq.
Continental Illinois National Bank
and Trust Company of Chicago
Law Department (105 - 9th Floor)
231 South LaSalle Street
Chicago, Illinois 60697

4528r

86383930

0928232030

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, Howard Goldman, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that R. A. Gibson and M. Finley Maxson, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Chairman and Assistant Secretary of CONTINENTAL GLASS & PLASTIC, INC. appeared before me this day in person and severally acknowledged to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said company and delivered said instrument as the free and voluntary act of said company and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of August, 1988.

Howard Goldman
Notary Public

My Commission expires:

_____

"OFFICIAL SEAL"
HOWARD GOLDMAN
Notary Public, State of Illinois
My Commission Expires Nov. 16, 1991

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EXHIBIT A
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION I

LOTS 23, 24, 25, 26 and 27 IN WALSH'S SUBDIVISION OF BLOCK 27 IN WALSH AND McMULLEN'S SUBDIVISION OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: 17-20-445-009 (AFFECTS LOT 27)
17-20-445-010 (AFFECTS LOT 26)
17-20-445-011 (AFFECTS LOT 25)
17-20-445-012 (AFFECTS LOT 24)
17-20-445-013 (AFFECTS LOT 23)

COMMONLY KNOWN AS: NORTHEAST CORNER OF CERMAK AND PEORIA STREETS

LEGAL DESCRIPTION II

LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND THE EAST 15 FEET OF LOT 15 IN H. L. LEWIS' SUBDIVISION OF BLOCK 14, IN JOHNSTON AND LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 17-20-330-003

COMMONLY KNOWN AS: 1405 W. 21ST ST.
CHICAGO, ILLINOIS

LEGAL DESCRIPTION III

PARCEL 1:
THE SOUTH 97 FEET OF LOT 1 AND ALL OF LOTS 2, 3, AND 4 IN BLOCK 1 IN REVEREND A. DAMENS SUBDIVISION OF 1 ACRE IN THE WEST 1/2 OF THE EAST 16.72 ACRES IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE SOUTH 97 FEET OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 1 IN MRS. BRIDGET O'NEIL'S SUBDIVISION OF 4.80 ACRES OF THE WEST 1/2 OF THE EAST 16.72 ACRES IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:
THE SOUTH 97 FEET OF LOTS 18, 19, 20 AND 21 IN BLOCK 1 IN THOMAS O'NEIL'S ADDITION TO CHICAGO SAID ADDITION BEING A SUBDIVISION OF THE EAST 8.36 ACRES OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:
THE SOUTH 97 FEET OF LOT 22 IN BLOCK 1 IN SAID THOMAS O'NEIL'S ADDITION TO CHICAGO (EXCEPT THAT PART OF LOT 22 AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22, THENCE WEST ON THE SOUTH LINE OF SAID LOT 22, 2 FEET TO THE WEST FACE OF A BRICK WALL THENCE NORTH ALONG THE WEST FACE OF BRICK WALL AND PARALLEL WITH THE LAST LINE OF SAID LOT 22, 66.63 FEET TO THE SOUTH FACE OF BRICK WALL ON AN ELEVATED SHAFT THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 22, 10.7 FEET TO THE WEST FACE OF BRICK WALL OF SAID ELEVATOR SHAFT THENCE NORTH ALONG THE WEST FACE OF BRICK WALL OF SAID ELEVATOR SHAFT AND PARALLEL WITH THE EAST LINE OF LOT 22, 10.05 FEET TO THE NORTH FACE OF BRICK WALL OF SAID ELEVATOR SHAFT THENCE EAST ALONG SAID

NORTH FACE OF BRICK WALL OF SAID ELEVATOR SHAFT AND AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 22, 10.70 FEET TO THE WEST FACE OF BRICK WALL THENCE NORTH ALONG THE WEST FACE OF BRICK WALL AND PARALLEL TO THE EAST LINE OF SAID LOT 22, 20.32 FEET TO THE NORTH LINE OF THE SOUTH 97 FEET OF SAID LOT 22, THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 97 FEET OF SAID LOT 22, 2 FEET TO THE EAST LINE OF SAID LOT 22, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 22, 97 FEET TO THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: 17-29-201-003
17-29-201-005
17-29-201-007
17-29-201-024

COMMONLY KNOWN AS: 817-843 W. CERMAK RD.
CHICAGO, ILLINOIS

0020150130

EXHIBIT B

PERMITTED ENCUMBRANCES

DEPT-01 $42.00
T#1111 TRAN 3397 08/23/88 15:49:00
#8262 # A *-88-383930
COOK COUNTY RECORDER

1. General real estate taxes for 1988 not yet due and payable.

2. UNRECORDED EASEMENTS FOR SEWERS AND OR UNDERGROUND PUBLIC WORKS OR UTILITIES (AFFECTS PARCEL 6)

3. ENCROACHMENT OF A BUILDING LOCATED ON LOTS 2, 3 AND 4, BLOCK 1 REVEREND DAMENS SUBDIVISION ONTO LAND NORTH AND ADJOINING BY 0.06 FEET; AND ONTO LAND EAST AND ADJOINING BY 0.26 FEET.

4. ENCROACHMENT OF CONCRETE STEPS LOCATED ON LOT 1 BLOCK 1 REVEREND DAMENS SUBDIVISION ONTO LAND NORTH AND ADJOINING THE SUBJECT PROPERTY.

5. ENCROACHMENT OF A BUILDING LOCATED ON LOT 22, THOMAS O'NEILS ADDITION TO CHICAGO ONTO PUBLIC ALLEY SOUTH AND ADJOINING BY 0.08 FEET

6. ENCROACHMENT OF A BUILDING LOCATED ON LOT 21, THOMAS O'NEILS ADDITION TO CHICAGO ONTO PUBLIC ALLEY SOUTH AND ADJOINING BY 0.06 FEET AT ONE POINT AND 0.28 FEET AT ANOTHER.

7. ENCROACHMENT OF A BUILDING LOCATED ON LOT 5, BLOCK 1 IN MRS. BRIDGET O'NEILS SUBDIVISION ONTO PUBLIC ALLEY SOUTH AND ADJOINING BY 0.14 FEET.

8. ENCROACHMENT OF A FRAME ADDITION ATTACHED TO THE SUBJECT PROPERTY ONTO THE LAND WEST AND ADJOINING BY 17.93 FEET.

9. ENCROACHMENT OF FOUR BROKEN CONCRETE DRIVEWAYS ONTO THE LAND NORTH AND ADJOINING.

10. PARTY WALLS AND PARTY WALL RIGHTS. (AFFECTS PARCELS 1 TO 4)

11. ENCROACHMENT OF A FENCE CORNER LOCATED AT THE NORTHWEST CORNER OF THE SUBJECT PROPERTY ONTO LAND WEST AND ADJOINING BY 0.15 FEET.

12. ENCROACHMENT OF A BUILDING LOCATED ON THE SUBJECT PROPERTY ONTO LAND WEST AND ADJOINING BY 0.04 FEET.

13. ENCROACHMENT OF A BUILDING LOCATED ON THE SUBJECT PROPERTY ONTO LAND NORTH AND ADJOINING, AT THE NORTHERLY WEST CORNER OF THE BUILDING BY 0.25 FEET.

14. ENCROACHMENT OF A BUILDING LOCATED ON THE SUBJECT ONTO LAND EASTERLY AND ADJOINING, AT THE SOUTHEASTERLY CORNER OF THE BUILDING BY 0.35 FEET EASTERLY AND 0.27 FEET SOUTHERLY.

88383930

42.00

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