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THIRD MORTGAGE

THIS MORTGAGE, made this 31ST day of AUGUST, 1989, is between Joseph Verne and Lewis Vernekoff, jointly and severally liable hereunder, individuals having a mailing address of 3400 North Sixth Street, Philadelphia, Pennsylvania 19140 (hereinafter referred to as "Mortgagor") and Bank Leumi Le-Israel B.M., the mortgagee (hereinafter referred to as "Bank"), a banking corporation organized and existing under the laws of the State of Israel, with a business office at 1511 Walnut Street, Philadelphia, Pennsylvania 19102.

In consideration for and to secure payment and performance to Bank of all of the Obligations, as that term is defined in subparagraphs (a) through (f) below, Mortgagor has granted, bargained, sold, conveyed, released, assigned, transferred, pledged, mortgaged and confirmed, and by these presents does hereby grant, bargain, sell, convey, release, assign, transfer, pledge, mortgage and confirm unto Bank, its successors and assigns, forever:

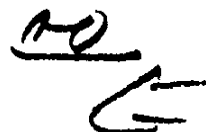
ALL that certain real estate situated in the County of Cook, State of Illinois, being the parcel designated with permanent Index No. 16-02-224-007 and known and designated as 3450 West Division Street, Chicago, Illinois, as more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter the "Premises");

The Premises includes the following: (i) all right, title and interest of Mortgagor in and to all now owned or hereafter acquired, present and future structures, buildings and improvements, together with all common areas, streets, lanes, alleys, passageways, passages, ways, water courses, strips and gores of land, easements, estates, rights, titles, interests, liberties, privileges, tenements, hereditaments

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COOK COUNTY RECORDER

This Instrument was prepared by:

Stuart Askot, Esquire
Klehr, Harrison, Harvey,
Branzburg, Ellers & Weir
1401 Walnut Street, 8th Floor
Philadelphia, PA 19102

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appurtenances, whatsoever thereunto belonging to or in any way made appurtenant hereafter and all reversions, remainders thereof; (ii) the air space above and right to use the air space above, and the drainage, crops, timber, agricultural, horticultural, mineral, water, oil and gas rights with respect to, the Premises, at law or in equity; (iii) all present and future rents, hotel room fees, receipts, issues and/or profits and all other accounts receivable or contract rights (including any right to payment thereunder, whether or not earned by performance), of any nature arising out of the Mortgaged Property, and any other income of any and all kinds (including deposits) belonging to or in any way pertaining to the Mortgaged Property, or any income producing facility now or hereafter on the Premises (including without limitation all accounts and other amounts receivable in connection with any income producing facility now or located on the Premises) and all securities or guaranties with respect to any of the foregoing; (iv) all now existing or hereafter acquired, issued or executed licenses, permits or agreements, with, from or of any and all governmental, or other, boards, bureaus or instrumentalities, public utilities, agencies or departments relating to or affecting the Mortgaged Property or the use and occupancy of all or of any part thereof and all rights of payment thereunder or other agreements of any nature affecting the use or occupancy of all or any part of the Mortgaged Property (as hereinafter defined); all machinery, apparatus, equipment, furniture, fixtures, now or hereafter located in, on or about, or attached to or used in connection with the Premises; together with any and all replacements and substitutions for any of the foregoing and all accessories, parts or accessions thereto now or hereafter owned by the Mortgagor or in which Mortgagor has or may obtain any interest; (vi) all building materials, building machinery and building equipment now or hereafter delivered on site to the Premises arising out of or in connection with, the construction of, or reconstruction or rehabilitation of, or remodeling of any buildings or improvements now or hereafter located on the Premises at any time during the term of this Mortgage; (vii) all present or future awards or payments (including interest) which may be made with respect to the Mortgaged Property, whether through the exercise of eminent domain, or as a result of any injury or damage or decrease in the value of the Mortgaged Property, and all damages to the Mortgaged Property or any part thereof from any taking, dislocation or otherwise; (viii) all present or future insurance proceeds and policies covering all or any part of the Mortgaged Property; (the Premises together with all of the foregoing hereinafter referred to as the "Mortgaged Property");

TO HAVE AND TO HOLD the Mortgaged Property hereby conveyed or mentioned and intended so to be, unto Bank, to its own use, forever.

PROVIDED, ALWAYS, that this instrument is upon the express condition that, if Mortgagor promptly satisfies all of

the Obligations, as hereinafter defined in accordance with the provisions of the Loan Documents, as hereinafter defined, and this Mortgage, at the times and in the manner specified, without deduction, fraud or delay, and if all the agreements, conditions, covenants, provisions and stipulations contained therein and in this Mortgage and in the Loan Documents are fully performed and complied with, then this Mortgage and the estate hereby granted shall cease, determine and become void. This Mortgage covers, among other things, all present and future advances made pursuant to this Mortgage and the Loan Documents which future advances shall relate back to the date of this Mortgage.

As used in this Mortgage, "Obligations" means any or all of the following indebtedness, liabilities and obligations:

(a) The indebtedness, liabilities and obligations of Mortgagor to Bank arising out of a certain Surety Agreement ~~of even date~~ herewith ("Surety Agreement") pursuant to which Mortgagor became unconditional surety to Bank for all present and future obligations of JLV, Corp. ("Debtor") including without limitation the obligations of Mortgagor to Bank pursuant to a certain promissory note of even date herewith in the original principal amount of One Million Dollars (\$1,000,000.00), and interest and costs due thereon and/or any amendment, modification, refinancing, renewal, substitution or extension thereof (collectively the "Note") and all other liabilities of Mortgagor to Bank described in the agreements, documents and instruments executed in connection therewith;

(b) The repayment of all sums now or hereafter advanced by Bank to Mortgagor including without limitation any overdrafts and/or overadvances, now or hereafter made, together with applicable interest thereon. Such advances may be made by Bank through any method of extending credit, including, but not limited to, the advancement of funds, the issuance or confirmation of letters of credit, and the purchase, acceptance, discount or payment of drafts or demands upon letters of credit;

(c) Any and all existing and future indebtedness, liabilities and obligations of Mortgagor to Bank, and those incurred directly or indirectly and those which are absolute or contingent, including those of surety, endorser, guarantor, or otherwise, of any nature whatsoever and out of whatever transactions arising;

(d) Performance by Mortgagor of all warranties, representations, covenants and agreements set forth in the Surety Agreement, the Note, this Mortgage or in any other documents, agreements and instruments executed in connection therewith as now or hereafter amended including without limitation those documents evidencing the liabilities and obligations specified in (a), (b) and (c) above (collectively called the "Loan Documents");

DATED
AUGUST 27
1989
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(e) The costs of curing any Event of Default set forth in this Mortgage, or in the Loan Documents which the Bank elects to cure; and

(f) The costs and expenses, including attorneys' fees incurred by Bank in enforcing any of the obligations of Mortgagor specified in (a), (b), (c), (d) and (e) above.

MORTGAGOR REPRESENTS, COVENANTS AND WARRANTS to and with Bank that, until the Obligations secured hereby are fully paid and performed:

1. Payment and Performance. Mortgagor shall pay to Bank, in accordance with the terms of the Surety Agreement, the Note, the Loan Documents and this Mortgage, the principal, interest and other sums therein and herein set forth; shall perform and comply with all the agreements, conditions, covenants, provisions and stipulations of the Surety Agreement, the Note, the Loan Documents and this Mortgage; and Mortgagor shall timely perform all obligations and duties as landlord under any lease of all or any portion of the Mortgaged Property now or hereafter in effect.

2. Warranty of Title. Mortgagor warrants that Mortgagor possesses good and marketable fee simple title to the Premises, subject to no lien charge or encumbrance of any nature except for those set forth herein or listed in the mortgagee title insurance policy, if any, approved by and issued to Bank, insuring the priority of the lien of this Mortgage. Mortgagor shall provide such title and all of its rights in and to the Mortgaged Property and shall preserve such title and all of its rights in and to the Mortgaged Property and shall forever warrant and defend the validity and priority of the lien hereof against the claims of all persons whatsoever. Mortgagor further warrants that Mortgagor has all power and authority to mortgage the Mortgaged Property to Bank and to grant a security interest therein in the manner set forth herein.

3. Maintenance of Mortgaged Property. Mortgagor shall keep and maintain or cause to be kept and maintained the Mortgaged Property including all buildings and improvements now or at any time hereafter erected on the Premises and the sidewalks and curbs abutting them, in good order and condition and in a rentable and tenantable state of repair, and will promptly make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen. Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property; shall not cause or permit any building or improvement upon the Premises to be removed or demolished or structurally altered without the prior written consent of Bank; and shall not permit the Mortgaged Property to become deserted or abandoned.

4. Insurance.

(a) Mortgagor shall keep the Mortgaged Property continuously insured, to the extent of its full insurable value, but in any event not less than that amount below which any co-insurance provisions would apply and not less than the outstanding amount of the Obligations against loss or damage by fire, with extended coverage and business interruption and rent loss coverage and coverage against loss or damage by theft, vandalism, malicious mischief, sprinkler leakage and, if applicable, against earthquake and flood, and against other hazards as Bank may reasonably require from time to time. Mortgagor shall also maintain comprehensive general liability insurance (including personal injury and property damage) and workmen's compensation insurance in such total amounts as Bank may require from time to time. In connection with any construction, remodeling, and rehabilitation work now or hereafter on the Mortgaged Property, Mortgagor shall keep applicable insurance in effect.

(b) All original policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by Bank, shall be in form and content satisfactory to Bank, shall be issued by companies satisfactory to Bank, shall be maintained in full force and effect, shall be assigned to Bank, with premiums prepaid, as collateral security for payment of the Obligations, shall be endorsed with a standard mortgagee or additional insured clause, as required by Bank, in favor of Bank, shall not be subject to contribution, and shall provide for at least thirty (30) days' notice of cancellation or reduction in coverage to Bank. At least 30 days prior to the expiration date of any insurance policy Mortgagor shall deliver to Bank satisfactory evidence of the renewal of such insurance.

(c) If the insurance, or any part thereof, shall expire, be cancelled, become void or voidable by reason of Mortgagor's breach of any condition thereof, or if for any reason whatever the insurance shall be unsatisfactory to Bank, Mortgagor shall within 15 days of Bank's notice to Mortgagor, place new insurance on the Mortgaged Property, satisfactory to Bank.

(d) In the event of loss, Mortgagor will give immediate notice thereof to Bank, and subject to the rights of the holder of a Prior Permitted Mortgage, Bank may make proof or proofs of loss on behalf of Mortgagor and any adjustment of a proof of loss shall require the prior written consent of Bank. Each insurance company concerned is hereby authorized and directed to make payment under such insurance including return of unearned premiums, subject to the interests of the holder of any Prior Permitted Mortgage, directly to Bank instead of to Mortgagor and Bank jointly, and Mortgagor appoints Bank, irrevocably, as Mortgagor's attorney-in-fact to endorse any draft therefor. Subject to the rights of the holder of any Prior Permitted Mortgage, Bank shall have the right to retain and apply the

proceeds of any such insurance, at its election, to reduction of the Obligations, or to restoration or repair of the property damaged. Such policies of insurance and all renewals thereof are hereby assigned to Bank as additional security for payment of the Obligations and Mortgagor hereby agrees that after default hereunder any values available thereunder upon cancellation or termination of any of said policies or renewals, whether in the form of return of premiums or otherwise, shall be payable to Bank as assignee thereof. If Bank becomes the owner of the Mortgaged Property or any part thereof by foreclosure or otherwise, such policies, including all right, title and interest of Mortgagor thereunder, shall become the absolute property of Bank.

5. Taxes and Other Charges.

(a) Mortgagor shall pay or cause to be paid when due and payable and before interest or penalties are due thereon, without any deduction, defalcation or abatement, all taxes of any kind whatsoever (including all real and personal property, income, franchise, profits, sales, use, income, gross receipts and withholding taxes), general and special assessments, water and sewer rents, levies, encumbrances, permits, license and inspection fees, and all other charges or claims of every nature and kind which may be assessed, levied, imposed, suffered, placed or filed at any time against Mortgagor or the Mortgaged Property or any part thereof or against the interests of Bank in the Mortgaged Property, or which by any present or future law may have priority over the Obligations either in lien or in distribution out of the proceeds of any judicial sale; and Mortgagor shall produce to Bank, not later than such dates, official receipts for the payment thereof.

(b) Without limiting the foregoing, Mortgagor shall on Bank's request so long as no escrow has been required by the holder of any Prior Permitted Mortgage, pay to Bank monthly on the first day of every month, an amount equal to one-twelfth (1/12) of the annual premiums for such fire and extended coverage insurance and such annual real estate taxes, water rents, sewer rents, special assessments, and any other tax, assessment, claim, lien or encumbrance which may at any time be or become a lien upon the Mortgaged Property prior to the lien of this Mortgage, and on demand from time to time shall pay to Bank additional sums necessary to pay such premiums and other payments, all as estimated by Bank, the amounts so paid to be security for such premiums and other payments and to be used in payments thereof. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Bank, and no interest shall be payable thereon. If, pursuant to any provision of this Mortgage, the whole amount of the Obligations becomes due and payable, Bank shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby.

6. Compliance with Law and Regulations. Mortgagor shall comply with all laws, ordinances, regulations and orders

now or hereafter in effect of all federal, state, municipal and other governmental authorities relating to the Mortgaged Property.

7. Inspection. Bank and any persons authorized by Bank shall have the right at any time, upon reasonable notice to Mortgagor, to enter the Premises at a reasonable hour to inspect and photograph its condition and state of repair and the Mortgaged Property and the records of Mortgagor with respect thereto.

8. Declaration of No Set-Off. Within one (1) week after requested to do so by Bank, Mortgagor shall certify to Bank or to any assignee or proposed assignee of this Mortgage, in writing duly acknowledged, the amount of principal, interest and other charges then owing on the Obligations and on any obligations secured by prior liens upon the Mortgaged Property, if any, and whether there are any set-offs or defenses against them.

9. Security Agreement. This Mortgage constitutes a security agreement under the Uniform Commercial Code and Mortgagor hereby grants Bank a lien on and a security interest in all personal property of Mortgagor comprising or located in, on or about the Mortgaged Property or used or useful in any business now or hereafter conducted thereon, including without limitation, all equipment, furniture, inventory, machinery, money, accounts, contracts, contract rights, notes, general intangibles, fixtures, goods, instruments, documents and chattel paper, whether now owned or hereafter acquired, together with all replacements and substitutions therefor, and additions thereto and proceeds thereof. Mortgagor shall execute, deliver, file and refile any financing statements, continuation statements, or other security agreements Bank may require from time to time to confirm the lien of this Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Bank attorney-in-fact for Mortgagor to execute, deliver and file such instruments for and on behalf of Mortgagor. Mortgagor shall not change its principal place of business without giving Bank at least sixty (60) days prior written notice thereof, which notice shall be accompanied by new financing statements executed by Mortgagor in the same form as the financing statements delivered to Bank on the date hereof except for the change of address. Upon any event of default hereunder or under any of the Loan Documents, Bank shall have, in addition to any other rights and remedies hereunder or under said Loan Documents, all of the rights and remedies granted a secured party under the Uniform Commercial Code with respect to all personal property. Notwithstanding any release of any or all of the property included in the Mortgaged Property which is deemed "real property", any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above until the repayment of satisfaction in full of the Obligations of Mortgagor.

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10. Financial Statements. Within ninety (90) days after the end of such fiscal year of Mortgagor, and at such other times specified in the Loan Documents, Mortgagor shall deliver to Bank a statement of gross income and expenses, deposits, sales, rent roll and surplus for the preceding fiscal year relating to the operation of the Mortgaged Property by Mortgagor, and such other financial information concerning Mortgagor, the Premises or the Mortgaged Property as Bank may reasonably request from time to time, including without limitation, annual financial statements of the Mortgagor within 90 days after the close of every year. Mortgagor agrees to make the books and accounts relating to the Premises and Mortgaged Property available for inspection and copying by Bank, or its representatives, upon request at any reasonable time.

11. Required Notices. Mortgagor shall notify Bank promptly of the occurrence of any of the following:

(a) a fire or other casualty causing damage to all or any part of the Mortgaged Property;

(b) receipt of notice of eminent domain proceedings or condemnation of all or any part of the Mortgaged Property;

(c) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property or any real property adjacent to the Mortgaged Property;

(d) receipt of any notice from any tenant of all or any portion of the Mortgaged Property or any lessee of any of the Mortgaged Property;

(e) a change in the occupancy of the Mortgaged Property;

(f) receipt of any notice from the holder of any lien or security interest in all or any part of in the Mortgaged Property, including without limitation, any notice from any holder of a Prior Permitted Mortgage; or

(g) commencement of any litigation affecting the Mortgaged Property.

12. Condemnation.

(a) In the event of any condemnation or taking of any part of the Mortgaged Property by eminent domain, alteration of the grade of any street, or other injury to or decrease in the value of the Mortgaged Property by any public or quasi-public authority or corporation, exercising the power of eminent domain or otherwise, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Mortgagor, after

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deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit) including attorney's fees incurred by Bank in connection with the collection of such proceeds, shall be paid over to Bank and applied first to payment of the Obligations, subject only to any prior claim of the holder of a Prior Permitted Mortgage. No settlement for damages sustained shall be made by Mortgagor without Bank's prior written approval. Receipt by Bank of any proceeds less than the full amount of the then outstanding balance of the Obligations shall not alter or modify Mortgagor's obligations for the installments of principal, interest and other charges specified in the Surety Agreement and the Loan Documents. All proceeds shall be applied in the order and in the amounts that Bank, in Bank's sole discretion, may elect, to the payment of principal (whether or not then due and payable), interest, any sums secured by this Mortgage, or toward payment, after the aforesaid deductions, to Mortgagor, on such reasonable terms as Bank may specify, to be used for the sole purpose of altering, restoring or rebuilding any part of the Mortgaged Property which may have been altered, damaged or destroyed as a result of the taking, alteration of grade or other injury to the Mortgaged Property.

(b) If prior to the receipt of the proceeds by Bank the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Bank shall have the right to receive the proceeds to the extent of:

(i) the full amount of all such proceeds if Bank is the successful purchaser at the foreclosure sale; or

(ii) if any one other than Bank is the successful purchaser at the foreclosure sale, any deficiency (as hereinafter defined) due to Bank in connection with the foreclosure sale, with interest thereon at the highest rate then payable on the Note, and counsel fees, costs and disbursements incurred by Bank in connection with collection of such proceeds of foreclosure sale and the establishment of such deficiency. For purposes of this subparagraph, the word "deficiency" shall be deemed to mean the difference between (A) the net sale proceeds actually received by Bank as a result of such foreclosure sale less any costs and expenses (including attorneys' fees) incurred by Bank in connection with enforcement of its rights under the Surety Agreement, the Loan Documents and this Mortgage and (B) the aggregate amount of all sums which Bank is entitled to collect under the Surety Agreement, the Loan Documents and this Mortgage.

(c) Bank shall have the right to prosecute to final determination or settlement an appeal or other appropriate proceedings in the name of Bank or Mortgagor, for which Bank is hereby appointed irrevocably as attorney-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In such event, the expenses of the proceedings, including counsel fees,

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shall be paid first out of the proceeds, and only the excess, if any, paid to Bank shall be credited against the amounts due under the Mortgage.

(d) Nothing herein shall limit the rights otherwise available to Bank, at law or in equity, including the right to intervene as a party to any condemnation proceeding.

13. Mortgage and Liens.

(a) Mortgagor will not voluntarily create or permit to be created or filed against the Premises, any mortgage lien or other lien or security interest inferior or superior to the lien of this Mortgage except, that the lien of this Mortgage is intended to be subject and subordinate to the following prior mortgages now on record (hereinafter collectively "Prior Permitted Mortgage"): (i) in favor of Bernard Hirsch and Adele Hirsch, in the original principal amount of \$800,000.00 recorded in the office of the Recorder of Deeds in the County of Cook on January 28, 1987, as Document 87056466; and (ii) in favor of Bank in the original principal amount of \$400,000 recorded in said office on MARCH 24, 1987, as Document 8715-5889.

(i) any default under the Prior Permitted Mortgage shall automatically constitute an Event of Default under this Mortgage;

(ii) Mortgagor shall notify Bank promptly of the receipt of any notice of default or acceleration from the holder of any of the Prior Permitted Mortgage or of any other lien or security interest in the Premises; and

(iii) without first obtaining Bank's Written consent, Mortgagor shall not enter into any agreement with any holder of the Prior Permitted Mortgage pursuant to which any payment under the Prior Permitted Mortgage is deferred, or a Prior Permitted Mortgage(s) is in any other way modified or amended.

(b) Subject only to the rights of the holder of any Prior Permitted Mortgage, Mortgagor will keep and maintain the Mortgaged Property free from the claims of all persons supplying labor or materials in connection with the construction, reconstruction, rehabilitation or alteration of any or all buildings and improvements which are now or hereafter may be erected upon the Mortgaged Property, notwithstanding by whom such labor or materials may be have been contracted.

14. Leases

(a) Mortgagor hereby represents that there are no leases, subleases or agreements to lease all or any part of Mortgaged Property now in effect except those certain leases, if any, as are listed on Exhibit "B" attached hereto. Mortgagor agrees not to enter into any leases or agreements to lease all or any part of the Mortgaged Property without the prior written consent of Bank.

(b) Subject only to the rights of the holders of any Prior Permitted Mortgage, Mortgagor hereby assigns to Bank and grants Bank a lien on and security interest in and to all present and future leases and all of Mortgagor's right to receive payments under any existing and future leases of the Mortgaged Property or any portion thereof including the rents, receipts, issues, profits and other income of any and all kinds (including deposits) received or receivable due or to become due from the sale or lease of any property, goods or materials or from the rendering of services of any nature including, without limitation the occupancy, license, rental or lease of any part of the Mortgaged Property or the operation of any income facility on Mortgaged Property, as further security for the payment of the Obligations. Mortgagor grants to Bank the right to enter upon and take possession of the Mortgaged Property for the purpose of collecting the same and to let or relet the Mortgaged Property or any part thereof, and to apply the rents, issues, receipts, profits and other income of any and all kinds (including deposits) or any other amounts receivable received or receivable due or to become due from the sale or lease of any property, goods or materials or from the rendering of services of any nature including, without limitation the occupancy, license, rental or lease of any part of the Mortgaged Property or the operation of any income facility on the Mortgaged Property, after payment of all necessary charges and expenses, on account of the Obligations. This Assignment and grant shall continue in effect until all the Obligations are paid and performed in full. So long as no Event of Default (as that term is defined in this Mortgage) has occurred, Mortgagor is authorized to collect and receive said rents, receipts, issues, profits and other income which authorization shall cease immediately upon the occurrence of the Event of Default. Mortgagor agrees to use such rents, receipts, issues, profits and other income in payment of the Obligations and in payment of taxes, assessments, sewer and water rents, and carrying charges coming due against the Mortgaged Property. Even prior to the occurrence of an Event of Default, Mortgagor will not, without the written consent of the Bank, receive or collect rent or other amounts from any tenant of the Mortgaged Property or any part thereof for a period of more than one month in advance. In the event an Event of Default occurs hereunder, Mortgagor will pay monthly in advance to Bank or to any receiver appointed to collect said rents, issues, receipts, profits and other income the fair and reasonable rental value for the use and occupation of the Mortgaged Property or of such part thereof as may be in the possession of Mortgagor, and upon default in any such payment will vacate and surrender the possession of the Mortgaged Property to Bank or to such receiver.

15. Modification of Mortgage.

Bank may, at any time and from time to time: renew, extend or increase the amount of this Mortgage; alter or modify the terms of this Mortgage, the Note, Surety Agreement or the Loan Documents; waive any of the terms, covenants or

conditions hereof, of the Note, Surety Agreement or of the Loan Documents, in whole or in part; release any portion of the Mortgaged Property or any other security; release, substitute or add any other party liable hereunder or under the Note, Surety Agreement or the Loan Documents; and grant such extensions and indulgences in relation to the Obligations secured hereby as Bank may determine, all without the consent of Mortgagor and without any obligation to give notice of any kind thereto to Mortgagor or others and without, in any manner, affecting the liabilities and obligations of Mortgagor on the Obligations, and the priority of the lien hereof on all or any part of the Mortgaged Property.

16. No Transfer. Without the prior written consent of Bank, which Bank in its sole discretion may withhold, Mortgagor will abstain from and will not cause nor permit, any transfer of legal or equitable title to, beneficial interest in, or any estate or interest in the Mortgaged Property or any part thereof, or of other interests in the Mortgaged Property, voluntarily or by operation of law (other than by death or by execution or foreclosure under this Mortgage), whether by sale, exchange, lease, conveyance, merger, consolidation or the granting of any lien or security interest or otherwise, or any agreement to do any of the foregoing. In the event that an attempt to do or consent to any of the foregoing with respect to all or any portion of the Mortgaged Property occurs, the Obligations shall immediately become due and payable.

17. Bank's Right to Remedy Defaults. Mortgagor shall pay or cause to be paid, from time to time as and when the same shall become due, all claims and demands of any persons or entities which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof, and shall do or cause to be done any and all things which may be necessary so that the lien of this Mortgage shall be fully preserved and so that there shall not be created, permitted or suffered to exist any lien, encumbrance or charge affecting the Mortgaged Property other than those approved in writing by Bank all at the sole cost of Mortgagor. If Mortgagor should fail to pay real estate or other taxes, assessments, water and sewer rents, charges and claims, sums due under any prior lien, or insurance premiums, or fail to make necessary repairs, or permit waste, or fail to cure any default under any prior lien, Bank, at its election shall have the right but not the obligation to make any payment or expenditure and to take any action which Mortgagor should have made or taken, or which Bank deems necessary or advisable to protect the security of this Mortgage and the Mortgaged Property, without prejudice to any of Bank's rights or remedies available hereunder or otherwise, at law or in equity. In connection with any such payment Bank shall use reasonable efforts to give notice of such payment to Mortgagor but such failure to give notice shall not affect Bank's right to make such payment or be repaid therefor. All such sums, as well as costs, advanced by Bank pursuant to this Mortgage shall be due immediately from Mortgagor to Bank, shall be added to the Obligations

secured hereby and the lien therefor shall relate back to the date of this Mortgage, and shall bear interest at a rate which shall be four percent (4%) higher than the rate specified in the Note from the date of payment by Bank until the date of repayment.

18. Right to Inspect. Mortgagor will permit Bank and Bank's representatives to enter and inspect the Mortgaged Property or any part thereof at all reasonable times (without prior notice).

19. Events of Default. Any one or more of the following events shall constitute an Event of Default hereunder:

(a) Failure of Mortgagor to make any payment of principal or interest or any other sum promptly when due under the Surety Agreement or the other Loan Documents;

(b) Mortgagor's nonperformance of or noncompliance in any material respect with any other agreements, conditions, covenants, provisions or stipulations contained in the Surety Agreement or the Loan Documents, or Mortgagor's nonperformance or noncompliance with any of the agreements, conditions, covenants, provisions or stipulations contained in this Mortgage or any other agreement between Mortgagor and Bank;

(c) Any signature, statement, representation or warranty made in the Note, the Surety Agreement, the Loan Documents or this Mortgage, or in any financial statement, certificate, application, request or other document furnished to Bank by Mortgagor at any time prior to, now or hereafter, is not true and correct in any material respect when made or delivered;

(d) The occurrence of any default under the Surety Agreement or any of the Loan Documents;

(e) The entry of a decree or order for relief by a court having jurisdiction in respect of any Mortgagor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) for any Mortgagor or for any substantial part of the property of any Mortgagor;

(f) The commencement by any Mortgagor of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by any Mortgagor to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any Mortgagor or of any substantial part of the property of any Mortgagor, or the making by any Mortgagor of any general assignment for the benefit of creditors, or the failure of any Mortgagor generally to pay

debts as such debts become due, or the taking of action by any Mortgagor in furtherance of any of the foregoing; or

(g) The transfer or sale of any part of the Mortgaged Property or any interest therein, including, without limitation, the acts of transfer described in Paragraph 16 above, without the Bank's prior written consent.

20. Remedies of Bank.

(a) Upon the happening of any Event of Default, the entire unpaid balance of the Obligations, including interest as has accrued thereon, and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Bank, without notice to or demand upon Mortgagor or any other person.

(b) When the Obligations or a portion thereof shall become due and payable, either because of maturity or because of acceleration upon the occurrence of any Event of Default, or otherwise, then forthwith in addition to all other rights or remedies available under the Loan Documents, at law or in equity:

(i) Foreclosure. Bank may institute an action to foreclose upon this Mortgage by issuance of a complaint, or may take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment, execution and sale for the collection of the entire unpaid balance of the Obligations, with interest thereon at the then applicable rate stipulated in the Surety Agreement to the date of default, and thereafter until payment in full is received by Bank at a rate which shall be four percent (4%) higher than the then otherwise applicable rate specified in the Note, which Obligations shall include all other sums due from Mortgagor to Bank in accordance with the provisions of the Note, the Loan Documents and this Mortgage, including all sums which may have been advanced by Bank to Mortgagor after the date of this Mortgage, and all sums which may have been advanced by Bank for taxes, water or sewer rents, charges or claims, payments on prior liens, insurance or repairs to the Mortgaged Property, all costs of suit, and together with Bank's reasonable attorney's collection fee which shall be fifteen percent (15%) of the total of the foregoing sums, but not less than Five Thousand Dollars (\$5,000.00); and

(ii) Possession. Bank may peaceably and quietly enter upon, have, hold, use, occupy, possess, rent and otherwise enjoy the Mortgaged Property, with or without legal action; collect therefrom all rents, issues and profits thereof (which term shall also include sums payable for use and occupation and whether or not Bank takes possession of the Mortgaged Property) and, after deducting all costs of collection and

administration, apply the net rentals, issues and profits to any or all of the following in such order and amounts as Bank, in Bank's sole discretion, may elect: the payment of any sums due under any prior lien(s), taxes, water and sewer rents, charges, collection fees and expenses, and to the maintenance, repair or restoration of the Mortgaged Property; and on account of and in reduction of the Obligations hereby secured. Bank shall be liable to account only for rents and profits actually received by Bank. In and for that purpose Mortgagor hereby assigns to Bank all rentals, profits, royalties and other amounts receivable due and to become due under any lease or leases, or license or licenses, or rights to use and occupy the Mortgaged Property now existing or hereafter created, as well as all rights and remedies provided in such lease or leases or license or licenses or at law or in equity for the collection of rentals and royalties. Bank shall have the absolute right to the appointment of a receiver for the rents, issues and profits of the Mortgaged Property with power to take possession of the Mortgaged Property including possession from the Mortgagor, if in possession of and occupying any portion of the Mortgaged Property, and to require Mortgagor to pay reasonable rent as a condition for continued possession, with the power to lease and repair the Mortgaged Property and such other power as may be deemed necessary, without any consideration of and for the value of the Mortgaged Property, or its depreciation in value from any cause whatsoever, or the solvency of Mortgagor or of any person or persons liable for the payment of the Note or other sums due hereunder or thereunder or any default under the terms of the Surety Agreement, the Loan Documents or this Mortgage.

(c) Bank shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as the same shall become due, without regard to whether or not any other sums secured by this Mortgage shall then be due, and without prejudice to the right of Bank thereafter to bring an action to foreclose on this Mortgage, or any other action for any other default by Mortgagor existing at the time the earlier action was commenced.

(d) Any real estate, sold hereunder or under the Loan Documents or other judicial proceedings may be sold in one parcel as an entity or in such parcels and in such order and manner as Bank, in its sole discretion may elect.

(e) All deposits held in connection with the rental, lease, license or use of space or other facilities on the Mortgaged Property at the time of the occurrence of such Event of Default, all interest of Mortgagor in all premiums for, or dividends upon, any insurance for the Mortgaged Property, and all refunds or rebates of taxes and assessments upon the Mortgaged Property, are hereby assigned to Bank as further security for the payment of the Obligations during the continuance of any such Event of Default.

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21. Writ of Ejectment. In the event of the occurrence of an Event of Default, Mortgagor hereby authorizes and empowers the Clerk of Court or any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for the Mortgagor and all persons claiming under or through the Mortgagor to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Mortgaged Property which is the subject of this Mortgage and to appear for and confess judgment against the Mortgagor, and against all persons claiming under or through the Mortgagor, for the recovery by the Bank of possession of the same, without any stay of execution, for which this Mortgage or a copy thereof verified by affidavit, shall be sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever. The Mortgagor hereby releases the Bank from all errors and defects whatsoever in entering such action and judgment and in causing such writ or writs to be issued and hereby agrees that no writ or error, appeal, petition to open strike-off judgment, or other objection shall be filed or made with respect thereto. If, for any reason after such action has been commenced, the same shall be discontinued or possession of the Mortgaged Property which is the subject of this Mortgage shall remain in or be restored to the Mortgagor, the Bank shall have the right for the same default or any subsequent default to bring one or more further amicable actions as above provided to recover possession of the Mortgaged Property which is the subject of this Mortgage. The Bank may bring such amicable action in ejectment before or after the institution of foreclosure proceedings upon this Mortgage, or after judgment thereon, or after sale of the Mortgaged Property which is the subject of this Mortgage by the Sheriff.

22. Rights and Remedies Cumulative

(a) The rights and remedies of Bank as provided in this Mortgage, in the Surety Agreement, and in the Loan Documents shall be cumulative and concurrent; may be pursued separately, successively or together against Mortgagor, against the Mortgaged Property, or any other person liable hereunder or thereunder, at the sole discretion of Bank; and may be exercised as often as occasion therefore shall arise. The failure by Bank to exercise any such right or remedy on one or more occasions shall in no event be construed as a waiver or release thereof.

(b) Any failure by Bank to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage, the Note, the Surety Agreement or the other Loan Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage, the Note, the Surety Agreement or the other Loan Documents, and Bank shall have the right thereafter to insist upon strict performance by Debtor or Mortgagor of any and all of them.

(c) Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the Obligations shall be relieved of such obligation by reason of the failure of Bank to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this Mortgage or to otherwise enforce any provision of the Mortgage, the Surety Agreement, or the Loan Documents, or by reason of the release, regardless of consideration, of all or any part of the security held for the Obligations secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Bank extending the time of payment or modifying the terms of the Mortgage, the Surety Agreement or the Loan Documents without first having obtained the consent of Mortgagor or such other person; and in the latter event Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Bank.

(d) Bank may release, regardless of consideration, any part of the security held for the Obligations without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.

(e) For payment of the Obligations Bank may resort to any other security therefor held by Bank in such order and manner as Bank may elect.

(f) The receipt by Bank of any sums from Mortgagor after the date on which Bank, by reason of default, elects to accelerate the Obligations secured hereby under the Note, or the Loan Documents, shall not constitute a cure or waiver of such default or a reinstatement of the Note, the Surety Agreement or Mortgage unless Bank expressly agrees, by written notice to Mortgagor, that such payment shall be accepted as a cure or waiver of the default.

23. Mortgagor's Waivers. Mortgagor hereby waives and releases:

(a) All errors, defects and imperfections in any proceeding instituted by Bank under the Surety Agreement or this Mortgage, and/or the Loan Documents;

(b) All benefits that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment; and

(c) Unless specifically required herein, all notices of Mortgagor's default or of Bank's election to exercise,

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or Bank's actual exercise of any option under the Surety Agreement or this Mortgage.

24. Counsel Fees. If Bank becomes a party to any suit or proceeding (including, without limitation, appellate and bankruptcy proceedings) affecting the Mortgaged Property, title thereto, the lien created by this Mortgage, or Bank's interest therein, or if Bank engages counsel to collect any of the Obligations or to enforce performance of the agreements, conditions, warranties, covenants, provisions or stipulations of this Mortgage, the Surety Agreement or the Loan Documents, Bank's costs, expenses and counsel fees, whether or not suit is instituted, shall be paid to Bank by Mortgagor, on demand, with interest at the then effective rate set forth in the Note, and until paid shall be deemed to be part of the Obligations set forth in the Note and secured by this Mortgage.

25. Future Advances. Without limiting any other provisions of this Mortgage, this Mortgage shall also secure additional loans hereafter made by Bank to Mortgagor. Nothing contained herein shall impose any obligation on the part of Bank to make any such additional loan(s) to Mortgagor.

26. Communications. All communications required under this Mortgage shall be in writing, and shall be sent by registered mail, postage prepaid, return receipt requested, or telegraph, addressed, as following or to such other address as the addressee may designate in writing in the manner provided herein:

Mortgagor:

Joseph Verne and
Lewis Vernekoff
3400 North Sixth Street
Philadelphia, PA 19140

Bank:

Bank Leumi Le-Israel
1511 Walnut Street
Philadelphia, PA 19102

Attn: William H. Weintrob, Vice President

with a copy to:

Stuart Askot, Esquire
Klehr, Harrison, Harvey,
Bransburg, Ellers & Weir
1401 Walnut Street, 8th Floor
Philadelphia, PA 19102

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27. Covenant Running with the Land. Any act or agreement to be done or performed by Mortgagor shall be construed as a covenant running with the land.

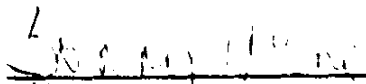
28. Entire Agreement. This Mortgage and the exhibits and documents delivered pursuant hereto and in connection herewith constitute the entire understanding of the parties to this Mortgage with respect to its subject matter, and supersede and replace all other prior or contemporaneous agreements. Mortgagor acknowledges that there are no understandings or agreements with respect to the matters set forth herein that are not specifically set forth in this Mortgage and such exhibits and documents. If any provision of this Mortgage shall be held to be invalid, illegal or unenforceable, such provisions shall nevertheless remain valid, legal and enforceable in all other respects to the extent permissible; and any such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Mortgage.

29. Binding Effect - Amendment. This Mortgage is binding upon and inures to the benefit of Mortgagor and Bank and their respective successors and permitted assigns. This Mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change or amendment is sought.

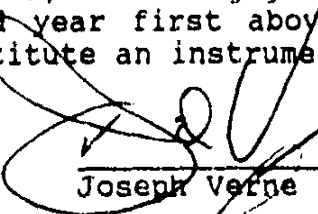
30. Applicable Law. Notwithstanding the state and/or federal law which may apply to the rights and obligations of the parties to the Surety Agreement and other Loan Documents, this Mortgage shall be governed by and construed according to the laws of the State of Illinois.

31. Captions. The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

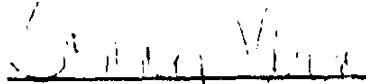
IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written. This instrument is intended to constitute an instrument under seal.



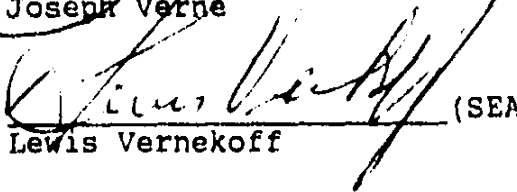
Witness



Joseph Verne (SEAL)



Witness



Lewis Vernekoff (SEAL)

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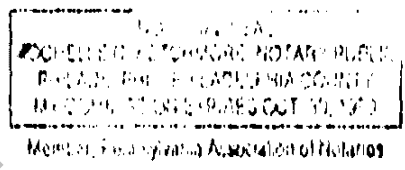
COMMONWEALTH OF PENNSYLVANIA)
)
) SS
COUNTY OF)

On this, the 11 day of November, 1957, before me, a Notary Public, the undersigned officer, personally appeared Joseph Verne and Lewis Vernekoff, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

[Handwritten Signature]

Notary Public



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82292709

EXHIBIT "A"

PREMISES

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EXHIBIT "A"

ALL THAT PART OF LOT 1 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF NORTH HOGAN AVENUE WITH THE NORTH LINE OF WEST DIVISION STREET AS SAME ARE NOW LAID OUT; RUNNING THENCE NORTH ON THE WEST LINE OF SAID HOGAN AVENUE 300 FEET; THENCE WEST ON A LINE 300 FEET NORTH OF THE NORTH LINE OF SAID WEST

DIVISION STREET AND PARALLEL THERETO 716.51 FEET TO A POINT OF CURVE; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 478.34 FEET TANGENT TO LAST DESCRIBED LINE A DISTANCE OF 290.95 FEET TO EASTERLY LINE OF LAND ACQUIRED BY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY, BY DEED DATED JUNE 14, 1912 AND RECORDED SEPTEMBER 3, 1913 AS DOCUMENT 5256488; THENCE IN A SOUTHEASTERLY DIRECTION ALONG EASTERLY LINE OF SAID RAILROAD LAND TO THE NORTH LINE OF WEST DIVISION STREET; THENCE EAST ON THE NORTH LINE OF WEST DIVISION STREET 715.80 FEET MORE OR LESS, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

12292100

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EXHIBIT "B"

LIST OF LEASES

All now existing or hereafter in
existence Leases on the Premises.

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