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REVOLVING CREDIT JUNIOR MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

LEE M. RUBENSTEIN, ESQ.
WINSTON & STRAWN
35 WEST WACKER DRIVE
CHICAGO, IL 60601

Box 24

89451036

REVOLVING CREDIT JUNIOR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT

This Revolving Credit Junior Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement ("Mortgage") effective as of March 15, 1985, by Banbury Franklin Associates Limited Partnership, an Illinois limited partnership ("Mortgagor"), to Banbury Development, Inc., an Illinois corporation ("Lender" or "Mortgagee"), pertains to the real estate described in Exhibit A attached hereto and made a part hereof.

I

RECITALS

1.01 Premises. Mortgagor is the beneficiary of LaSalle National Bank Trust No. 109477 under Trust Agreement dated March 1, 1985 ("Trust") which Trust is the owner and holder of fee simple title in and to the real estate located in the County of Cook and State of Illinois (the "State"), and more fully described in Exhibit A attached hereto (the "Premises") which Premises form a portion of the Property described below; and

1.02 Loan. Mortgagor has entered into a demand Revolving Credit Note ("Note") of even date pursuant to which the Mortgagee has agreed from time to time to make a loan or loans ("Loan") in aggregate principal amounts not to exceed at any time $500,000.00. All advances shall constitute obligatory advances.

1.03 Indebtedness. This Mortgage is being given by Mortgagor to secure (i) payment by Mortgagor of all principal, interest and other sums due or to become due in respect of the Loan and (ii) performance by Mortgagor of all of Mortgagor's other obligations contained in this Mortgage. All of the foregoing payment and performance obligations in clauses (i) and (ii) of the preceding sentence are hereinafter called the "Secured Indebtedness."

1.04 Junior Mortgage. This Mortgage is and shall be subject and subordinate to a certain Mortgage (the "Prior Mortgage") dated August 21, 1986 and recorded August 29, 1986 in the Recorder's Office in Cook County, Illinois as Document No. 86383794 made by the Trust to Great Northern Savings Bank to secure a note for $2,800,000.00.

II

THE GRANT

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) in hand paid by the Lender to the Mortgagor, the Recitals above stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor GRANTS, SELLS, ASSIGNS, RELEASES, ALIENATES, TRANSFERS, REMISES, CONVEYS and MORTGAGES to Lender and its successors and assigns forever (and grants to Lender and its successors and assigns forever a continuing security interest in and to) the Premises described on Exhibit A, and all of its estate, right, claim, demand, title, and interest therein, together with the following described property, all of which other property is pledged primarily and on a parity with the Premises and not secondarily (the Premises and the following described rights, interests, claims and property collectively referred to as the "Property"):

(a) all buildings, structures and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Premises ("Improvements"), together with any and all Personal Property (as defined in Paragraph (f) below), attachments now or hereafter owned by Mortgagor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing;

(b) all estate, claim, demand, right, title and interest of Mortgagor now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to (i) any land lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Premises; (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Premises and Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Premises and Improvements; and (iv) each and all of the tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances, and privileges relating to the Premises or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity;

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(c) all leasehold estates, right, title and interest of the Mortgagor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Premises and Improvements or any portion thereof, now or hereafter existing or entered into (collectively "Leases");

(d) all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Premises and Improvements under the Leases or otherwise (collectively "Rents"), subject to the right, power and authority in the Assignments (as hereinafter defined) to collect and apply the Rents;

(e) any interests, estates or other claims of every name, kind or nature, both at law and in equity, which Mortgagor now has or may acquire in the Premises and Improvements or other rights, interests or properties comprising the Property now owned or hereafter acquired;

(f) all right, title and interest of the Mortgagor in and to all tangible personal property ("Personal Property"), owned by Mortgagor and now or at any time hereafter located in, on or at the Premises or Improvements or used or useful in connection therewith. All such property owned by Mortgagor and placed by it on the Premises or used in connection with the operation or maintenance shall, so far as permitted by law, be deemed for the purposes of this Mortgage to be part of the real estate constituting and located on the Premises and covered by this Mortgage.

(g) all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards").

TO HAVE AND TO HOLD the Property hereby mortgaged and conveyed or so intended, together with its rents, issues and

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profits, unto the Lender, its successors and assigns, forever, for the uses and purposes herein set forth.

The Mortgagor hereby covenants with the Lender and with the purchaser at any foreclosure sale: that at the execution and delivery hereof, Mortgagor owns the Property and has good, indefeasible estate therein, in fee simple; that the Property is free from all encumbrances and exceptions to title (and any claim of any other person) other than the Prior Mortgage and those encumbrances and exceptions permitted by the Lender in writing ("Permitted Exceptions"); that it has good and lawful right to sell, mortgage and convey the Property; and that Mortgagor and its successors and assigns shall forever warrant and defend the Property against all claims and demands whatsoever.

If and when Mortgagor has paid all of the Secured Indebtedness, and has strictly performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein, then this Mortgage and the estate, right and interest of the Lender in and to the Property shall cease and shall be released at the cost of Mortgagor, but otherwise shall remain in full force and effect. Lender shall be entitled to charge a reasonable release fee.

III

GENERAL AGREEMENTS

3.01 Payment of Indebtedness. Mortgagor shall pay promptly and when due the principal and interest on the indebtedness evidenced by the Note and all other Secured Indebtedness at the times and in the manner provided in the Note or this Mortgage. Mortgagor shall duly perform and observe all of the covenants, agreements, and provisions contained in the Mortgage and the Note. All sums payable by Mortgagor shall be paid without demand, counterclaim, offset, deduction or defense. Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense.

3.02 Impositions. Mortgagor shall pay prior to delinquency all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "Impositions"), that may be asserted against the Property or any part thereof or interest therein. Mortgagor shall furnish to Lender duplicate receipts or other evidence of payment within thirty (30) days after payment.

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Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Impositions, provided that:

(a) such contest shall have the effect of preventing the collection of the Impositions so contested and the sale or forfeiture of the Property or any sub-part or interest;

(b) Mortgagor has notified Lender in writing of the intention of Mortgagor to prosecute the contest before any Impositions have been increased by any interest, penalties, or costs;

(c) At Lender's option: (i) Mortgagor has obtained a title insurance endorsement over such contested Impositions insuring the Lender against all loss or damages by reason of the existence of such contested Impositions; or (ii) Mortgagor has deposited with Lender, at such place as Lender may from time to time in writing designate, a sum of money or other security acceptable to Lender that is sufficient to pay in full such contested Impositions and all penalties and interest that might become due thereon. Mortgagor shall keep on deposit with Lender or a depositary designated by Lender an amount sufficient, in Lender's judgment, to pay in full such contested Impositions, increasing such amount to cover additional penalties and interest thereon whenever, in Lender's judgment, such increase is advisable; and

(d) Mortgagor shall diligently prosecute the contest of such Impositions by appropriate legal proceedings and shall permit Lender to be represented in any such contest and shall pay all expenses incurred by Lender in so doing, including fees and expenses of Lender's counsel and all expenses thus incurred together with interest thereon until paid at the Default Rate (as defined in Paragraph 4.02) shall constitute additional Secured Indebtedness and shall be payable upon demand.

In the event Mortgagor fails to prosecute such contest with reasonable diligence or fails to maintain sufficient funds on deposit as required, Lender may, at its option, apply the monies and liquidate any securities deposited with Lender, in payment of, or on account of, such Impositions, including all penalties and interest thereon. If the amount of the deposited money and security is insufficient for the full payment of Impositions, together with all penalties and interest thereon, Mortgagor shall, upon demand, either (i) deposit with Lender a sum that, when added to such funds then on deposit, is sufficient to make such full payment, or (ii) if Lender has applied funds on deposit on account of such

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Impositions, restore such deposit to an amount satisfactory to Lender. If Mortgagor is not then in default, Lender shall, if so requested in writing by Mortgagor, after final disposition of such contest and upon Mortgagor's delivery to Lender of an official bill for such Impositions, apply the money deposited in full payment of such Impositions then unpaid, together with all penalties and interest thereon.

3.03 Payment of Impositions by Lender. Lender is hereby authorized, after a default by Mortgagor and the expiration of any applicable notice and grace period hereunder, to make or advance, in the place and stead of Mortgagor, any payment relating to Impositions. Lender 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 Impositions, lien, sale, forfeiture, or related title or claim. Lender is further authorized, after a default by Mortgagor and the expiration of any applicable notice and grace period hereunder, to make or advance, in place 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 and hereby authorized, but not enumerated in this Paragraph, whenever, in Lender's judgment and discretion, such advance seems necessary or desirable to protect the full security intended to be created by this Mortgage. All such advances and indebtedness authorized by this Paragraph shall constitute additional Secured Indebtedness and shall be repayable by Mortgagor upon demand with interest at the Default Rate.

3.04 Insurance.

(A). Coverage. The Mortgagor shall insure the Property and keep the same insured against such perils and hazards as Lender may from time to time require.

All insurance shall be in form and content as approved in writing by Lender, and shall be carried in companies satisfactory to Lender. Mortgagor shall give immediate notice of any casualty loss by mail to Lender.

(B). Notice of Damage or Destruction. If the Property or any portion thereof shall be damaged or destroyed by any casualty whatsoever, Mortgagor shall immediately notify Lender in writing of such fact. Mortgagor's written notice shall state: (i) whether the damage or destruction is covered by insurance; and (ii) Mortgagor's best estimate of the cost of restoring, repairing, replacing or rebuilding the Property or the part thereof damaged or destroyed.

(C). Settlement and Application of Proceeds. In case of loss covered by insurance ("Insured Casualty"), the Lender (or, after entry of decree of foreclosure, the purchaser at the

foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without Mortgagor's consent, or (ii) allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. Mortgagor may itself adjust losses aggregating not in excess of Fifty Thousand Dollars ($50,000). In any case the Lender shall, and is hereby authorized to, collect and receipt for any such insurance proceeds. The expenses incurred by the Lender in the adjustment and collection of insurance proceeds shall be so much additional Secured Indebtedness and shall be reimbursed to the Lender upon demand.

(a) Lender may either require the Mortgagor to repair, replace or restore the Property so damaged under such conditions as Lender may reasonably request or Lender may apply the proceeds of insurance resulting from any Insured Casualty upon the Secured Indebtedness in such order or manner as the Lender may elect; provided that no premium or penalty shall be payable in connection with any prepayment of the Secured Indebtedness from insurance proceeds.

(b) No interest shall be payable by Lender on account of any insurance proceeds at any time held by Lender.

(c) In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the Secured Indebtedness, all right, title, and interest of Mortgagor in and to any such insurance policies then in force, and any claims for payment of insurance proceeds and any proceeds, shall pass to Lender or any purchaser or grantee. Lender may, at any time and in its sole discretion, procure and substitute for any and all of the insurance policies, such other policies of insurance, in such amounts, and carried in such companies, as it may select.

3.05 Condemnation and Eminent Domain. Mortgagor shall give Lender prompt written notice of all proceedings, instituted or threatened, seeking condemnation or a taking by eminent domain or like process (herein collectively called "Taking"), of all or any part of the Property or affecting any related easement or appurtenance (including severance of, consequential damage to, or change in grade of streets), and shall deliver to Lender copies of any and all papers served in connection with any such proceeding.

(a) Mortgagor hereby assigns, transfers and sets over unto Lender the entire proceeds of any and all Awards resulting from any Taking. Lender is hereby authorized to collect and receive from the condemnation

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authorities all Awards and is further authorized to give appropriate receipts and acquittances;

(b) Lender may either require the Mortgagor to repair, restore or replace the Property so taken under such conditions as Lender may reasonably request or Lender may apply any Award upon the Secured Indebtedness in such order or manner as Lender may elect; provided that no premium or penalty shall then be payable in connection with any prepayment of the Secured Indebtedness made out of any Award;

(c) No interest shall be payable by Lender on account of any Award at any time held by Lender;

(d) Mortgagor agrees to make, execute and deliver to Lender, at any time upon request, free and clear of any encumbrances of any kind whatsoever, any and all further assignments and other instruments deemed necessary by the Lender for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to Mortgagor for any Taking, either permanent or temporary, under any such proceeding.

3.06 Maintenance of Property. Mortgagor shall:

(a) promptly repair, restore, replace or rebuild any portion of the Property which may become damaged, destroyed, altered, removed, severed, or demolished, whether or not proceeds of insurance are available or sufficient for the purpose (but not to the extent Lender applies available proceeds to reduce the balance of the Loan rather than to repair, replace or restore Property), with replacements at least equal in quality and condition as previously existed, free from any security interest in, encumbrances on or reservation of title thereto;

(b) keep the Property in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims whatsoever; provided, however, any such lien or claim may be contested in accordance with the terms and conditions set forth in Section 3.02 hereof;

(c) complete, within a reasonable time, any Improvements now or hereafter in the process of erection upon the Property;

(d) comply with all statutes, rules, regulations, orders, decrees and other requirements of any governmental body, federal, state or local, having jurisdiction over the Property and the use thereof and observe and comply with

all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions that are applicable to the Property or its use and occupancy;

(e) not make any material alterations in the Property, except as required by law or municipal ordinance;

(f) not suffer or permit any change in the general nature of the occupancy of the Property without the Lender's prior written consent;

(g) pay when due all operating costs of the Property;

(h) not initiate or acquiesce in any zoning reclassification with respect to the Property without Lender's prior written consent;

(i) not abandon the Property nor do anything whatsoever to depreciate or impair the value of the Property or the security of this Mortgage;

(j) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements;

(k) cause the Property to be managed in a competent and professional manner; and

(l) not permit any unlawful use or nuisance to exist upon the Property.

3.07 Compliance with Laws. Mortgagor shall comply with all statutes, ordinances, regulations, rules, orders, decrees, and other requirements of any federal, state, or local authority relating to the Property. Mortgagor shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions, and nonconforming uses), privileges, franchises, and concessions that are applicable to the Property or that have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Property.

3.08 Prohibited Liens and Transfers.

(a) Liens. Mortgagor shall not create, suffer, or permit to be created or filed against the Property any mortgage lien or other lien superior or inferior to the lien created by this Mortgage without Lender's prior

written consent. Mortgagor may, within ten (10) days after the filing thereof, contest any lien claim arising from any work performed, material furnished, or obligation incurred by Mortgagor upon furnishing Lender security and indemnification satisfactory to Lender for the final payment and discharge of the lien.

(b) Prohibited Transfers. Mortgagor shall not (1) sell, transfer, convey, assign, or hypothecate the title to all or any portion of the Property, whether by operation of law, voluntarily, or otherwise; or (2) contract to do any of the foregoing ("Prohibited Transfers") without Lender's prior written consent. If a Prohibited Transfer occurs, Lender shall have the unqualified right, at its option, to accelerate the maturity of the Loan causing the entire principal balance of the Note, all interest accrued, and prepayment premium, if any, to be immediately due and payable, without notice to Mortgagor.

This Paragraph 3.08 shall not apply (i) to liens securing the Secured Indebtedness, (ii) to the lien of current Taxes not in default or (iii) to the Prior Mortgage. Any waiver by Lender of this Paragraph 3.08 shall not be deemed to be a waiver of the right of the Lender in the future to insist upon strict compliance with its provisions.

3.09 Stamp Taxes. If at any time the United States government, or any federal, state, or municipal governmental subdivision, requires Internal Revenue or other documentary stamps or levies any tax on this Mortgage, or requires payment of any tax in the nature of or comparable to the United States Interest Equalization Tax on the Secured Indebtedness, then Mortgagor shall pay such tax, including interest and penalties, in the required manner.

3.10 Change in Tax Laws. In the event of the enactment, after the date of this Mortgage, of any law of the United States of America, or any state or political subdivision thereof (i) deducting from the value of the Premises, for the purpose of taxation, the amount of any lien thereon; (ii) imposing upon Lender the payment of all or any part of the taxes, assessments, charges, or liens hereby required to be paid by Mortgagor, or (iii) changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the Property, or the manner of collection of taxes, so as to affect this Mortgage or the Secured Indebtedness; then Mortgagor, upon demand by Lender, shall pay such taxes, assessments, charges, or liens or reimburse Lender therefor. If it would be unlawful to require Mortgagor to make such payment or the making of such payment would result in the imposition of interest beyond the maximum amount permitted by law, then Lender may elect, by notice in writing given to Mortgagor, to

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declare all of the Secured Indebtedness to become due and payable within sixty (60) days after the giving of such notice. Nothing contained in this Paragraph 3.10 shall be construed as obligating Mortgagor to pay any portion of Lender's federal income tax.

3.11 Inspection of Property. Mortgagor shall permit Lender and its representatives and agents to inspect the Property from time to time during normal business hours and as frequently as Lender considers reasonable, provided that Lender provides Mortgagor with at least forty-eight (48) hours prior written notice specifying the date and time of such inspection, except that no notice shall be required in the event of emergency.

3.12 Other Amounts Secured. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures litigation expenses pursuant to Paragraph 4.05, and any other specified amounts, the payment of any and all loan commissions, service charges, liquidated damages, expenses, and advances due to or paid or incurred by Lender in connection with the Loan.

3.13 Assignment of Rents. All right, title, and interest of the Mortgagor in and to all present Leases affecting the Property and including and together with any and all future Leases, written or oral, upon all or any part of the Property and together with all of the rents, income, receipts, revenues, issues, avails and profits from or due or arising out of the Property are hereby transferred and assigned simultaneously herewith to the Lender as further security for the payment of the Secured Indebtedness. Each Lease, shall, at the option of Lender, be paramount or subordinate to this Mortgage. Although it is the intention of the parties that the assignment contained in this Paragraph shall be a present assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Lender shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist under this Mortgage.

The Mortgagor expressly covenants and agrees that if the Mortgagor, as lessor under any Lease or Leases so assigned: (i) fails to perform and fulfill any material term, covenant, condition, or provision in said Lease or Leases; (ii) suffers or permits to occur any breach or default under the provisions of any assignment of any such Lease or Leases given as additional security for the Secured Indebtedness; (iii) fails to perform or fulfill any of the material terms, covenants, or provisions in said Lease or Leases; (iv) fails to fully protect, insure, preserve, and cause continued performance or fulfillment of the material terms, covenants, or provisions, which are required to be performed by the lessee or lessor of any other Lease or Leases hereafter assigned to Lender; (v) cancels, terminates, amends, modifies or voids any Lease without Lender's prior written consent; or (vi) without Lender's prior written agreement, permits or approves an assignment by lessee of the said Lease or Leases or a subletting of all or any

part of the Premises demised in the said Lease or Leases; then in any such event, at the option of the Lender and without notice to the Mortgagor, such breach or default shall constitute an Event of Default hereunder and all unpaid Secured Indebtedness shall, notwithstanding anything in the Mortgage to the contrary, become immediately due and payable at the Default Rate.

Lender shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage 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 herein provided to Lender. Upon an Event of Default, Lender shall have the rights and powers as are provided herein. Upon Event of Default, this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all rents directly to Lender without proof of the Event of Default. Lender shall have the authority, as Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property after the occurrence and continued existence of an Event of Default.

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

Lender, however, shall not be obligated to perform or discharge any obligation, duty or liability under any Leases, and the Mortgagor shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of all alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases except to the extent caused by Lender's gross negligence or willful misconduct. Should Lender incur 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 costs, expenses and reasonable attorneys' fees, shall be secured hereby, at the Default Rate. Mortgagor shall reimburse Lender therefor immediately upon demand.

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3.14 Lender in Possession. Nothing herein contained shall be construed as constituting the Lender as a lender in possession in the absence of the actual taking of possession of the Property by Lender.

3.15 Declaration of Subordination. At the option of Lender, 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 condemnation or eminent domain award) to any and all Leases upon Lender's executing and recording a unilateral subordination declaration in the appropriate official records of the county in which the Property is situated.

3.16 Uniform Commercial Code. This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code of the State of Illinois (the "Code") with respect to: (i) all sums at any time on deposit for the benefit of the Lender pursuant to any of the provisions of this Mortgage or any of the Loan Documents; and (ii) any part of the Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property (including all replacements, additions and substitutions) other than real estate (collectively "Collateral"). All of Mortgagor's right, title and interest in the Collateral are hereby assigned to the Lender to secure the payment of the Secured Indebtedness and the performance of all of the Mortgagor's obligations. All of the terms, provisions, conditions and agreements contained in this Mortgage apply to the Collateral as fully and to the same extent as to any other property comprising the Property.

At any time after an Event of Default, Lender at its option may declare the Secured Indebtedness immediately due and payable. Thereupon, Lender shall have the remedies of a Secured Party under the Code, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof.

The remedies of the Lender hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Lender, including having the Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Indebtedness remains unsatisfied.

The terms and provisions contained in this paragraph shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover and include all Leases between the Mortgagor, as lessor, and various tenants, as lessee, including all extensions and renewals of the

Lease terms, as well as any amendments to or replacements of the Leases, together with all of the right, title and interest of the Mortgagor as lessor, including, without limiting the generality of the foregoing, the present and continuing right to: (i) make claim for, collect, receive and receipt for any and all of the Rents, and moneys payable as damages or in lieu of the Rents and moneys payable as the purchase price of the Property or any part thereof or claims for money and other sums of money payable or receivable thereunder howsoever payable; and (ii) bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagor or any lessor is or may become entitled to do under the Leases.

3.17 Releases. Without notice and without regard to the consideration therefor, and to the existence at that time of any inferior liens, Lender may release from the lien of this Mortgage all or any part of the Property, or release from liability any person obligated to repay any Secured Indebtedness, without affecting the liability of any party to this Mortgage and without in any way affecting the priority of the lien. Lender may agree with any liable party to extend the time for payment of any part or all of the Secured Indebtedness. Such agreement shall not in any way release or impair the lien created by this Mortgage or reduce or modify the liability of any person or entity obligated personally to repay the Secured Indebtedness, but shall extend the lien as against the title of all parties having any interest in the Property, subject to the Secured Indebtedness.

3.18 Future Advances. The parties hereby acknowledge and intend that any future advances by Mortgagee if hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Illinois Mortgage Foreclosure Law, Ill. Rev. Stat. Ch. 110, ¶15-1101 et seq. (1987) (herein called the "Act").

IV

EVENT OF DEFAULT AND REMEDIES

4.01 Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

(a) Failure of Mortgagor to pay any amount due herein or secured hereby, interest thereon, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise under the Note or this Mortgage.

(b) Failure of Mortgagor to perform or observe any other covenant, agreement, representation, warranty or

other provision contained in this Mortgage after the expiration of any grace period expressly allowed in said instrument relative to curing such default.

(c) If:

(i) Mortgagor shall file a voluntary petition in bankruptcy, insolvency, debtor relief or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect, shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Mortgagor or for any part of the Premises or any substantial part of the Mortgagor's property, shall make any general assignment for the benefit of Mortgagor's creditors, shall fail generally to pay Mortgagor's debts as they become due, or shall take any action in furtherance of any of the foregoing;

(ii) Mortgagor shall admit in writing or shall file an answer or other pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;

(iii) A court having jurisdiction shall enter a decree or order for relief in respect of the Mortgagor in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, and Mortgagor shall consent to or shall fail to oppose any such proceeding or a court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Mortgagor or for any part of the Premises or any substantial part of the Mortgagor's property, or ordering the winding up or liquidation of the affairs of the Mortgagor, and such decree or order shall not be dismissed within sixty (60) days after the entry thereof;

(iv) Mortgagor shall fail to pay any money judgment against it within thirty (30) days following the day it becomes a lien against the Property, unless Mortgagor is then challenging such lien in a manner permitted by this Mortgage;

(v) Any termination or voluntary suspension of the transaction of the business of the Mortgagor or all or a substantial part of Mortgagor's assets

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are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within fourteen (14) days; or

(vi) Mortgagor shall abandon the Premises.

(d) Failure of Mortgagor to pay any amount due under the Prior Mortgage or to perform or observe any other covenant, agreement or other provision contained in the Prior Mortgage or the other agreements secured thereby.

(e) Any other event occurring or failing to occur which, under this Mortgage or under any document or instrument referenced herein or related hereto, constitutes a default by Mortgagor or gives Lender the right to accelerate the maturity of the Secured Indebtedness or any part thereof.

4.02 Acceleration of Maturity. At any time during the existence of any Event of Default, Lender is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Lender hereunder, to declare, without further notice, all Secured Indebtedness to be immediately due and payable, whether or not such Event of Default is thereafter remedied by the Mortgagor. Upon acceleration, all Secured Indebtedness shall bear interest thereon at the annual rate ("Default Rate") of three percent (3%) in excess of the rate of interest from time to time prevailing under the Note, and the Lender may immediately proceed to foreclose this Mortgage and/or exercise any right, power or remedy provided by this Mortgage or by law or in equity conferred.

4.03 Foreclosure of Mortgage. Upon occurrence of any Event of Default, or at any time thereafter, Lender may, at its option, proceed to foreclose the lien of this Mortgage and pursue all remedies afforded to a mortgagee under and pursuant to the Act.

4.04 Remedies Cumulative and Non-Waiver. No remedy or right of Lender hereunder or under the Revolving Loan Notes, or any Loan Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on the occurrence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every remedy or right may be exercised concurrently or

independently, when and as often as may be deemed expedient by Lender. All obligations of the Mortgagor, and all rights, powers and remedies of Lender shall be in addition to, and not in limitation of, those provided by law or any written agreement or instrument relating to any of the Secured Indebtedness or any security therefor.

4.05 Litigation Expenses. In any proceeding to foreclose the lien of this Mortgage or enforce any other remedy of Lender or in any other proceeding in connection with the Note or any of the Property in which Lender is named as a party, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting, all related expenses paid or incurred by or on behalf of Lender, to the extent such are reasonable. Such expenses shall include: attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and any similar data and assurances with respect to title to the Property as Lender may deem reasonably necessary either to prosecute or defend in such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of the Premises or the Property. All of the foregoing expenses, and such expenses as may be incurred in the protection of any of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation affecting the Note, this Mortgage, or the Property, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding (which may be estimated as to items to be expended after entry of such judgment or decree), shall be immediately due and payable by Mortgagor with interest thereon at the Default Rate.

4.06 Lender's Performance of Mortgagors' Obligations. In case of the occurrence of any Event of Default, Lender, either before or after acceleration of the Secured Indebtedness or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein, in the Note or any document or instrument related thereto which is required of the Mortgagor (whether or not the Mortgagor is personally liable therefor) in any form and manner deemed expedient to Lender; and Lender may, but shall not be required to, make full or partial payments of principal or interest on any permitted prior mortgage or encumbrances 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 Impositions and may, but shall not be required to, complete construction, furnishing and equipping of the Improvements upon the Premises and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and

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Improvements shall be operational and usable for their intended purposes. Lender may, but shall not be required to, notify any person obligated to the Mortgagor under or with respect to any third party agreements of the existence of the Event of Default and require that performance be made directly to the Lender at the Mortgagor's expense and advance such sums as are necessary or appropriate to satisfy the Mortgagor's obligations thereunder; and Mortgagor agrees to cooperate with Lender to accomplish the foregoing. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees and any other monies advanced by Lender to protect the Premises and the lien hereof, or 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 and Improvements operational and usable for their intended purposes, shall be so much additional Secured Indebtedness, whether or not they exceed the amount of the Loan, and shall become due and payable ten (10) days after Mortgagor receives written notice thereof, and with interest thereon at the Default Rate. Lender, in making any payment hereby authorized: (a) for the payment of Impositions, 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; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) for the completion of construction, furnishing or equipping of the Improvements or the Premises or the rental, operation or management of the Premises or the payment of operating cost and expenses thereof, may do so in such amounts and to such persons as Lender may deem appropriate and may enter into such contracts therefor as Lender may deem appropriate or may perform the same itself.

All advances, disbursements and expenditures (collectively "advances") made by Lender before and during foreclosure, prior to sale, and where applicable, after sale, for the following purposes, including interest thereon at the Default Rate, are hereinafter referred to as "Protective Advances":

(1) Advances pursuant to this Section 4.06.

(2) Advances in accordance with the terms of this Mortgage to: (a) protect, preserve or restore the mortgaged real estate; (b) preserve the lien of this Mortgage or the priority thereof; or (c) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;

(3) Payments when due of installments of principal, interest or other obligations in accordance with the terms of any senior mortgage (as described in Subsection (a) of Section 15-1505 of the Act) or other lien or encumbrance upon the Property or any

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part thereof on a parity with or prior or superior to the lien hereof ("Prior Encumbrance"); when due of installments of real estate taxes and other impositions; or, with court approval any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, all as referred to in this Paragraph 4.06 of this Mortgage and in Section 15-1505 of the Act;

(4) Attorneys' fees and other costs incurred in connection with: (a) exercise of Mortgagee's rights to make Protective Advances; (b) the foreclosure of this Mortgage as referred to in Sections 1504 (d)(2) and 15-1510 of the Act; (c) any other litigation or administrative proceeding to which the Mortgagee may be or become or be threatened or contemplated to be a party, including probate and bankruptcy proceedings; or (d) in the preparation for the commencement or defense of any such suit or proceeding, including filing fees, appraisers' fees, outlays for documents and expert evidence, witness fees, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of judgment) of procuring all such abstracts of title, title charges and examinations, foreclosure minutes, title insurance policies, Torrens certificates, appraisals, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute or defend such suit or, in case of foreclosure, to evidence to bidders at any sale which may be had pursuant to the foreclosure judgment the true condition of the title to or the value of the Property;

(5) Mortgagee's fees and costs arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;

(6) Payment by Mortgagee of any Impositions as may be required by this Mortgage;

(7) Expenses deductible from proceeds of sale referred to in Subsections (a) and (b) of Section 15-1512 of the Act.

All Protective Advances shall be so much additional Secured Indebtedness secured by this Mortgage, and shall become due and payable ten (10) days after Mortgagor receives written notice thereof and with interest thereon until paid at the Default Rate.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded pursuant to Subsection (b)(1) of Section 15-1302 of the Act.

The Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to:

(a) A determination of amount of the Secured Indebtedness at any time;

(b) Inclusion of the same in the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent amendment of such judgment, supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being hereby agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(c) Determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;

(d) Application of income in the hands of any receiver or mortgagee in possession; and

(e) Computation of any deficiency judgment pursuant to Subsections (e) and (b)(2) of Section 15-1508 and Section 15-1511 of the Act.

4.07 Right of Possession. In any case in which Lender has a right to institute foreclosure proceedings (whether or not the entire principal sum secured hereby becomes immediately due and payable or whether before or after the institution of foreclosure proceedings or whether before or after judgment thereunder and at all times until the confirmation of sale) and upon Lender's request to the court, Mortgagor shall, immediately upon Lender's demand, surrender to Lender, and Lender shall be entitled to take actual possession of the Property or any part thereof, personally or by its agent or attorneys. As provided in Subsections (b)(2) and (c) of Section 1701 of the Act, Lender may enter upon and take and maintain possession or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of the Property, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Property relating thereto. Lender may exclude Mortgagor, such owner, and any agents and servants from the Property. As attorney-in-fact or agent of Mortgagor or such owner, or in its own name Lender may:

(a) hold, operate, manage, and control all or any part of the Property and conduct the business thereof, either personally or by its agents. Lender shall have full power to use such measures, legal or equitable, as it may deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Property, including actions for recovery

of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(b) cancel or terminate any lease or sublease of all or any part of the Property for any cause or on any ground that would entitle Mortgagor to cancel the same;

(c) elect to disaffirm any lease or sublease of all or any part of the Property made subsequent to this Mortgage or subordinated to the lien of this Mortgage;

(d) extend or modify any then existing leases and make new leases of all or any part of the Property. Such extensions, modifications, and new leases may provide terms or options to lessees to extend or renew terms, beyond the maturity date of the Loans evidenced by the Loan Agreement and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale. Any such leases shall be binding upon Mortgagor, all persons whose interests in the Property are subject to the lien of this Mortgage, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Secured Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser; and

(e) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Property as may seem judicious to Lender; insure and reinsure the Property and all risks incidental to Lender's possession, operation, and management; and receive all rents, issues, deposits, profits, and avails.

Without limiting the generality of the foregoing provisions of this Paragraph 4.07, Mortgagee shall also have all power, authority and duties as provided in Section 15-1703 of the Act.

4.08 <u>Appointment of Receiver</u>. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall appoint a receiver of the Property whenever Mortgagee when entitled to possession so requests pursuant to Section 15-1702(a) of the Act. Such receiver shall have all powers and duties prescribed by Section 15-1704 of the Act, including the power to make leases to be binding upon all parties, including the Mortgagor after redemption, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the mortgaged real estate after entry of a judgment of foreclosure, all as provided in Subsection (g) of Section 15-1701 of the Act. In addition, such receiver shall also have the following powers: (a) to extend or modify any then

existing leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Secured Indebtedness and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; and (b) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of the period of receivership. The court from time to time, either before or after entry of judgment of foreclosure, may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the Secured Indebtedness, or any amounts included in any judgment of foreclosure or supplemental judgment or other item for which Mortgagee is authorized to make a Protective Advance, and (b) the deficiency in case of a sale and deficiency.

4.09 Foreclosure Sale. In the event of any foreclosure sale, the Property may be sold in one or more parcels. Lender may be the purchaser at any foreclosure sale.

4.10 Application of Proceeds. The proceeds of any foreclosure sale of the Property shall be distributed and applied in accordance with the provisions of Subsection (c) of Section 15-1512 of the Act. The judgment of foreclosure or order confirming the sale shall provide (after application pursuant to Subsections (a) and (b) of said Section 15-1512) for application of sale proceeds in the following order of priority: First, all items not covered by the provisions of said Subsections (a) and (b), which under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; and Second, all principal and interest remaining unpaid under the Note.

4.11 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 Restoring the Improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the judgment creditor may cause a new or additional loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor; and any such foreclosure judgment may further

provide unless the right of redemption has been waived pursuant to Section 15-1601(b) of the Act, that in case of redemption under said judgment, pursuant to the Act, then, and in every such case, the redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, but not required, without the consent of Mortgagor, to assign or cause a receiver to assign any and all insurance policies to the purchaser at the sale, or to take such other action as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

4.12 Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all rights to have the Property and estates comprising the Property marshalled upon any foreclosure of the lien of this Mortgage, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety. Mortgagor further waives any and all rights of redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Mortgage, for itself and on behalf of: (i) any trust estate of which the Premises are a part, all beneficially interested persons; (ii) each and every person acquiring any interest in the Property or title to the Premises subsequent to the date of this Mortgage; and (iii) all other persons to the extent permitted by the provisions of laws of the State in which the Premises are located. Mortgagor acknowledges that the Premises do not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Mortgagor hereby waives any and all right of redemption pursuant to Section 15-1601 (b) of the Act.

V

MISCELLANEOUS

5.01 Notices. Any notice that Lender or Mortgagor may desire or be required to give to the other shall be in writing and shall be mailed or delivered to the intended recipient each of whose address is 720 N. Franklin, Suite 500, Chicago, Illinois 60610 or at such other address as the intended recipient may in writing designate to the sender. Such notice shall be deemed to have been delivered two (2) business days after mailing by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgement of the

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receipt. Except as otherwise specifically required, notice of the exercise of any right or option granted to Lender by this Mortgage is not required to be given.

5.02 Time of Essence. Time is of the essence of this Mortgage.

5.03 Covenants Run with Land. All of the covenants of this Mortgage shall run with the land constituting the Premises.

5.04 Governing Law. This Mortgage shall be construed and enforced according to the laws of the State of Illinois. To the extent that this Mortgage may operate as a security agreement under the Uniform Commercial Code, Lender shall have all rights and remedies conferred therein for the benefit of a secured party as such term is defined in the Code.

5.05 Rights and Remedies Cumulative. All rights and remedies in this Mortgage are cumulative. The holder of the obligations secured hereby may recover judgment, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy.

5.06 Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included.

5.07 Non-Waiver. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other, obligations.

5.08 Headings. The headings of sections and paragraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

5.09 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

5.10 Successors and Assigns; Benefit of Mortgage. This Mortgage shall be binding upon Mortgagor, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Mortgagor. "Mortgagor," when used herein, shall include all such persons and entities and any others liable for the

payment of the Secured Indebtedness, or any part thereof, whether or not they have executed the Note or this Mortgage. The word "Lender," when used herein, shall include Lender's successors, assigns, and legal representatives.

5.11 Lender in Possession. Nothing contained in this Mortgage shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Property.

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

5.13 Indemnity. Mortgagor shall indemnify and save Lender harmless from and against any and all liabilities, losses, damages, claims, expenses (including attorneys' fees and court costs) which may be imposed on, incurred by or asserted against Lender at any time by any third party which relate to or arise from: this Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Lender 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 Property; the ownership, use, operation or maintenance of the Property.

5.14 Compliance with the Act. Anything elsewhere herein contained to the contrary notwithstanding,

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act,

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

(c) 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 4.05 or Paragraph 4.06 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

IN WITNESS WHEREOF, Mortgagor has duly signed and delivered this Mortgage effective as of the date first above written.

Banbury Franklin Associates Limited Partnership, an Illinois limited partnership

By: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THERESA MADRID a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BARRY A. SIDEL, personally known to me to be the general partner of Banbury Franklin Associates Limited Partnership, and personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as general partner of said partnership, as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21ST day of SEPT., 1989.

Theresa Madrid
Notary Public

My Commission Expires: My Commission Expires Oct. 18, 1989

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Exhibit "A"

Legal Description

LOTS 1 AND 5 AND THE EAST 95 FEET OF LOTS 2, 3, AND 4 IN LAW AND OTHERS SUBDIVISION OF LOTS 1, 2, 3 AND 4 IN BLOCK 16 IN BUTLER, WRIGHT, AND WEBSTER'S ADDITION OF CHICAGO IN THE WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Street Address:

712-720 North Franklin, Chicago, Illinois 60610

Permanent Index Number:

17-09-208-004

LMR109/D2/Sept. 19, 1989/Rubenstein1/ts

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