

WITNESSETH, MORTGAGOR IS JUSTLY INDEBTED TO MORTGAGEE FOR MONEY BORROWED IN THE PRINCIPAL AMOUNT OF TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00) ("Principal Amount"), as evidenced by note executed by Mortgagor of even date herewith, made payable to the order of and delivered to Mortgagee (which note, together with any and all other notes executed and delivered in substitution therefor or in renewal and extension thereof, in whole or in part, are hereinafter collectively referred to as "Note"), by the provisions of which Mortgagor promises to pay to Mortgagee, at its principal office (or at such other place as the legal owner and holder of Note may, from time to time, designate), out of that part of the trust estate subject to the aforesaid trust and hereafter specifically described, Principal Amount (or so much thereof as may be advanced by Mortgagee from time to time), together with interest at the rate set forth in Note ("Note Rate") and all other sums due and owing to Mortgagee hereunder or pursuant to Note and "Other Loan Documents" (hereafter defined) and such sums as may be advanced by Mortgagee to protect defined Premises" (hereafter defined) or to preserve the priority of the lien established hereby [PROVIDED THAT such other sums shall not exceed one hundred fifty per cent (150%) of Principal Amount] (collectively "Indebtedness"), from the date of disbursement of Principal Amount, in the installments set forth in Note, with a final payment of Indebtedness on November 1, 1990 ("Maturity Date") or May 1, 1991 ("Extended Maturity Date").

THIS CONSTRUCTION MORTGAGE AND SECURITY AGREEMENT made this 5th day of October, 1989 by CHRISTOPHER J. BURKE, a bachelor residing at 1144 W. Wrightwood Avenue, Chicago, Illinois, and THOMAS L. COX, a bachelor, residing at 2052 N. Lincoln Avenue, Chicago, Illinois, and KARL D. FRITZ, a bachelor, residing at 5020 W. Ainslie, Chicago, Illinois (collectively "Mortgagor") in favor of AETNA BANK, having its principal office at 2401 N. Halsted Street, Chicago, Illinois 60614 ("Mortgagee");

CONSTRUCTION MORTGAGE AND SECURITY AGREEMENT

B-4333

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Michael J. Torchalski
Hinshaw, Culbertson, Moelmann,
Hoban & Fuller
222 North LaSalle Street
Chicago, Illinois 60601

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C. All buildings and improvements, of every kind, nature and description, now or hereafter located and placed upon Land ("Improvements") and all materials now or hereafter owned by Mortgagor intended for construction, alteration, and repair of Improvements, all of which shall be deemed a part thereof immediately upon the delivery of the same, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with Mortgaged Premises, including, but not limited to, all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning, electrical and sprinkler systems and equipment, if any, and fixtures and appurtenances thereto ("Personal Property") and all renewals or replacements of Personal Property or articles in substitution therefor, whether or not the same are or shall be attached to Improvements in any manner, excepting from Personal Property, however, any furniture, fixtures, equipment and articles of personal property, regardless of the manner or mode of attachment, belonging to any present or future tenant or lessee of Land and Improvements (collectively "Occupancy Tenants") (any

A. All right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining Land.

B. All and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, other rights, liberties and privileges thereof or in anyway now or hereafter pertaining, including any other claim at law or in equity and any after-acquired title, franchise or license and the reversions and remainders and remainders thereof.

NOW, THEREFORE, to secure the payment of Indebtedness and the performance of the terms, covenants, conditions and agreements contained herein, and in commitment issued by Mortgagee in favor of Mortgagor dated August 21, 1989, as amended from time to time ("Commitment"), Note, construction Loan Agreement ("Construction Loan Agreement") of even date with commitment among Mortgagor, and Mortgagee, and any and all other documents executed and delivered as a condition to the disbursement of the proceeds of Principal Amount and to secure Indebtedness (collectively "Other Loan Documents"), Mortgagor, by these presents, DOES HEREBY GRANT, MORTGAGE AND CONVEY to Mortgagee, its successors and assigns, forever, certain land situated in Dupage County, Illinois, legally described on Exhibit "A" attached hereto and made a part hereof ("Land"), TOGETHER WITH THE FOLLOWING (collectively "Other Interests"):

E. All proceeds heretofore or hereafter payable to Mortgagee and all subsequent owners of Mortgaged Premises ("Proceeds") by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to "Insurance Policies" (hereafter defined) and awards and other compensation heretofore or hereafter payable to Mortgagee and all subsequent owners of Mortgaged Premises ("Awards") for any taking by condemnation or eminent domain proceedings, either permanent or temporary ("Condemnation"), of all or any part of Mortgaged Premises or any easement or appurtenance thereof, including servitude and consequential damage and change in grade of streets. Proceeds or Awards are hereby assigned to Mortgagee and Mortgagee hereby appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney-in-fact, at its option, on behalf of Mortgagee, its personal representatives, successors and assigns, to adjust or compromise the claim for Proceeds or Awards and to collect and receive the amounts thereof, to give proper receipts and acquittances therefor and, after deducting expenses of collection, to apply the net Proceeds or Awards received in accordance with Paragraphs 6 and 7 following.

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D. All rents, issues, proceeds and profits accruing and to accrue from Mortgaged Premises and all right, title and interest of Mortgagee in and to any and all leases approved by Mortgagee now or hereafter on or affecting Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof (collectively "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagee to collect the rentals to be paid pursuant thereto.

(2) as to any Personal Property not deemed to be fixtures and a part of Mortgaged Premises, this Mortgagee shall be and is a security agreement for the purpose of establishing a security interest in Personal Property, pursuant to the Uniform Commercial Code of the State of Illinois, and additional security for the payment of indebtedness and the performance of all other obligations of Mortgagee herein and in other loan documents set forth.

(1) all of Personal Property owned by Mortgagee and placed by it on Mortgaged Premises shall, insofar as the same is permitted by law, be deemed to be fixtures and a part of the realty and security for the payment of indebtedness, and

reference hereafter made to Personal Property shall be deemed to exclude the same); IT BEING MUTUALLY AGREED THAT:

TO HAVE AND TO HOLD Mortgaged Premises unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein set forth (Mortgagor hereby RELINQUISHING AND WAIVING all rights under and by virtue of the homestead exemption laws of the state of Illinois); PROVIDED, HOWEVER, that it and when Mortgagee shall pay indebtedness and shall perform all of the terms, covenants, conditions and agreements contained herein and in Note and other Loan Documents, this Mortgage, Note and other Loan Documents shall be released, at the sole cost and expense of Mortgagee; otherwise, the same shall be and remain in full force and effect.

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. PRIORITY OF LIEN AND SUBORDINATE ENCUMBRANCES: This Mortgage is and shall remain a first and valid lien on Mortgaged Premises until the payment in full of indebtedness and Mortgagee shall keep Mortgaged Premises free and clear of all other superior or subordinate liens or claims of every nature and kind and shall not execute, deliver or grant any other mortgage, trust deed or security interest encumbering Mortgaged Premises.

2. SUBROGATION: To the extent that any part of indebtedness is applied in payment of any existing lien against Mortgaged Premises, or any part thereof, or following the date hereof, Mortgagee pays any sum due pursuant to any provision of law or any instrument or document establishing any lien prior or superior to the lien of this Mortgage, Mortgagee shall be subrogated to that discharged and a lien on Mortgaged Premises equal in priority to that discharged and liens possessed, held or enjoyed by the holder of such lien, which shall remain in existence and benefit Mortgagee to secure the payment of indebtedness. Mortgagee shall be subrogated, notwithstanding its release of record, to mortgages, trust deeds, superior titles, vendors' liens, and other liens, charges, encumbrances, rights and equities on Mortgaged Premises to the extent that any obligation thereunder is paid or discharged from indebtedness or other payments by Mortgagee.

3. PROMPT PAYMENT AND PERFORMANCE OF COVENANTS: Mortgagee shall promptly pay indebtedness as the same becomes due and shall duly and punctually perform and observe all of the terms, covenants, conditions and agreements to be performed and observed by Mortgagee as provided herein and in Note and other Loan Documents, and, except as provided in Note, shall have no right to prepay indebtedness.

For convenience, Land, Improvements and other interests are herein collectively referred to as "Mortgaged Premises."

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If, as a result of a Monetary Default or Non-Monetary Default, Mortgaged Premises are sold, foreclosed upon or otherwise acquired by Mortgagee following a Monetary Default or Non-Monetary Default, for sale or foreclosure or at the time Mortgaged Premises are otherwise acquired, apply the balance of the funds deposited by Mortgagor pursuant hereto as a credit against such part of indebtedness as Mortgagee may select.

At such time as indebtedness is paid in full, whether by reason of maturity or prepayment, as provided in Note, Mortgagee shall refund to Mortgagor all funds held by it pursuant to this Paragraph 4.

b). are in excess of the amounts required to pay real estate taxes, assessments and insurance premiums, such excess shall, upon the written demand of Mortgagor, be refunded to Mortgagor, PROVIDED THAT no "Monetary Default" or "Non-Monetary Default" (hereafter defined) shall exist.

a). shall not be sufficient to pay said real estate taxes, assessments or insurance premiums in full, when due, Mortgagor shall deposit with Mortgagee, or its duly authorized agent, such additional amounts as shall be sufficient to pay the same and if Mortgagor shall default in making such payments when due, indebtedness shall, at the option of Mortgagee, become immediately due and payable; or

In the event that the amounts deposited with Mortgagee:

4. TAX AND INSURANCE DEPOSITS AND APPLICATION: In addition to the payment of indebtedness, Mortgagor shall pay to Mortgagee, concurrently with the payments required pursuant to Note, an amount equal to the real estate taxes and special assessments, if any, next due on Mortgaged Premises, together with the premiums which will next become due and payable on Insurance Policies, as estimated by Mortgagee, less all sums previously paid therefor, prior to the dates when such taxes, assessments and premiums will become delinquent. Any funds held by Mortgagee, or its duly authorized agent, will be held in trust for the purpose of paying said real estate taxes, assessments and insurance premiums when the same become due and payable, without any obligation of Mortgagee to pay interest thereon.

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e) at the option of Mortgagee, be delivered to Mortgagee as issued, together with evidence of payment of premiums therefor in full, not less than fifteen (15) days prior to the expiration of the previous Insurance policies; and

d) be maintained to and including Maturity Date, without cost to Mortgagee;

c) cite Mortgagee's interest in standard mortgage clauses effective as of the date of disbursement of Principal Amount;

b) be written with companies and in amounts acceptable to Mortgagee, provide replacement coverage and otherwise be in form satisfactory to Mortgagee;

a) be written with companies licensed to do business in the State of Illinois for at least five (5) years, having a Best's "General Policy Holder Rating" of B+ or better and a financial rating class of XII or better and i). If written by a mutual company, the insurance policy holder or its mortgagee must not be assessable; ii). the risk of any one (1) company shall not exceed ten per cent (10%) of the issuer's policyholders' surplus (including capital); and iii). contain co-insurance in an amount not less than eighty per cent (80%);

6. INSURANCE POLICIES; PAYMENT AND APPLICATION OF PROCEEDS AND SETTLEMENT OF CLAIMS: Until such time as indebtedness shall have been paid in full, Mortgagee shall keep mortgaged premises continuously insured against casualty by policies of insurance hereafter set forth, in such amounts and for such periods as may, from time to time, be required by Mortgagee ("Insurance Policies"), which Insurance Policies and all renewals thereof shall:

5. PAYMENT OF TAXES AND OTHER IMPOSITIONS: Mortgagee shall promptly pay, when due and payable, all taxes and assessments (general and special), water and sewer charges, public impositions, levies dues and other charges, of whatsoever nature (collectively "impositions"), which are now or shall hereafter be levied or assessed or which may otherwise be or become a lien upon or against mortgaged premises, or any part thereof, PROVIDED THAT if Mortgagee is making the deposits required pursuant to Paragraph 4, the same shall be made available to Mortgagee for the payment of impositions.

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11). Comprehensive General Liability naming Mortgagee as an Additional Insured Satisfactory to Mortgagee

11). Flood Insurance (if Mortgaged Premises are within a Zone A designated "flood plain" clause naming Mortgagee as first mortgagee Satisfactory to Mortgagee

1). Builders risk completed value form including vandalism and malicious mischief in an amount equal to not less than one hundred percent (100%) of the improvements Satisfactory

Insurance Policy Amount

Without, in any way, limiting the generality of the foregoing, Mortgagee agrees to maintain the following Insurance Policies on Mortgaged Premises:

In the event of a sale of Mortgaged Premises pursuant to foreclosure hereof or other transfer of title thereto in lieu of foreclosure and the extinguishment of indebtedness, complete title to Insurance Policies and renewals thereof, together with all prepaid or unearned premiums thereon, in the possession of Mortgagee shall pass to and vest in the purchaser or grantee of Mortgaged Premises. If any renewal Insurance Policy is not delivered to Mortgagee within fifteen (15) days prior to the expiration of any existing Insurance Policy, with evidence of premium paid, Mortgagee shall pay the premium from the reserve created pursuant to paragraph 4, and if such a reserve is insufficient, Mortgagee may obtain the required insurance on behalf of Mortgagee (or in favor of Mortgagee only) and pay the premiums therefor, in which event any monies so advanced by Mortgagee in excess of the reserves created pursuant to paragraph 4 shall be so much additional indebtedness secured hereby and shall become immediately due and payable, with interest thereon at a percentage rate which is four per cent (4%) above Note Rate ("Default Rate"). Mortgagee shall not, by reason of acceptance, rejection, approval or obtaining Insurance Policies, incur any liability for payment of losses.

and the original Insurance Policies shall be held by Mortgagee until such time as indebtedness is paid in full.

2). contain a so-called "cut-through" endorsement, in the event that any part of the fire or other risks insured thereby is reinsured;

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A). the same shall be paid to Mortgagee, from time to time, upon the delivery to Mortgagee of satisfactory evidence of the estimated cost of completing Repair or Restoration, together with such architect's plans and specifications, certificates, contractor's sworn statements, waivers of lien, title insurance policies or certifications and other evidences of cost and payments as Mortgagee may reasonably require and approve; and

If Proceeds are to be applied on account of the cost of Repair or Restoration:

That part of Mortgaged Premises so damaged or destroyed shall be repaired or rebuilt, in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and all life, safety and environmental regulations, laws, ordinances (including zoning), rules and regulations of governmental authorities having jurisdiction thereover (collectively "Applicable Law"), so as to be as similar, as is reasonably possible, to the condition which existed prior to such casualty.

In the event of any loss sustained by casualty for which Insurance Policies are in effect, Mortgagee may, with the consent of Mortgagee, settle, compromise and adjust any and all rights and claims pursuant to the provisions of Insurance Policies, PROVIDED THAT Proceeds shall be payable to Mortgagee. In the absence of such consent, Mortgagee is hereby authorized to settle, compromise and adjust such claims or rights and receive Proceeds and any Proceeds paid to Mortgagee shall, at the option of Mortgagee, be applied on account of the cost of repair or restoration of that part of Mortgaged Premises damaged or destroyed ("Repair or Restoration") or on account of indebtedness, in such order or priority as Mortgagee may elect.

If any part or all of Insurance Policies or other insurance coverages is furnished by occupancy Tenants, Mortgagee shall furnish to Mortgagee duplicate original Insurance Policies or, with the consent of Mortgagee, certificates evidencing such coverages, which shall be subject to the approval of Mortgagee. Insurance Policies shall be in form and content satisfactory to Mortgagee and, at the option of Mortgagee, contain mortgage clauses in favor of or name Mortgagee as an additional insured and provide for not less than thirty (30) days prior written notice to Mortgagee in the event of cancellation or material modification thereof.

(iv). Such other insurance policies, including liquor liability (if alcoholic beverages dispensed on Mortgaged Premises), as may be reasonably required from time from time to time, by Mortgagee, upon written notice to Mortgagee.

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c). Awards are insufficient to pay for all costs of Rebuilding or Restoration, Mortgagor shall deposit with Mortgagor an amount equal to such excess costs prior to any disbursement of Awards to it; or

b). Mortgagor elects to permit the use of Awards for Rebuilding or Restoration, Mortgaged Premises shall be so rebuilt or restored, in accordance with plans and specifications therefor submitted to and approved by Mortgagor (which approval shall not be unreasonably withheld or delayed) and applicable Laws, so as to be as similar, as is reasonably possible, to the condition which existed prior to condemnation and all disbursements shall be paid in the same manner as provided in Paragraph 6 hereof with respect to a loss by casualty;

a). Mortgaged Premises, or any part thereof, is taken by condemnation, Mortgagor is hereby empowered to collect and receive Awards, which shall, at the election of Mortgagor, be applied to the payment of indebtedness or on account of rebuilding or restoring that part of Mortgaged Premises not so taken or damaged ("Rebuilding or Restoration") and, in the event that Mortgagor elects to apply the same to the payment of indebtedness, Mortgagor shall have the right to pay indebtedness in full, without the payment of Premium;

7. CONDEMNATION: In the event that:

If Mortgagor has the right and elects to apply Proceeds on account of indebtedness, and PROVIDED THAT no Monetary Default or Non-Monetary Default shall have occurred, such application of Proceeds shall be free from "Premium" (as such term is defined in Note).

In the event that, in the reasonable opinion of Mortgagor, Proceeds are insufficient to pay for all costs of Repair or Restoration, Mortgagor shall deposit with Mortgagor an amount equal to such excess costs prior to the disbursement of any part of Proceeds to it. Any surplus Proceeds, following the payment of all costs of Repair or Restoration, shall, at the option of Mortgagor, be applied on account of indebtedness or paid to Mortgagor.

B). no payment made prior to final completion of Repair or Restoration shall exceed ninety per cent (90%) of the value thereof and, at all times, the undisbursed balance of Proceeds shall not be less than the amount required to pay for the cost of completion thereof, free and clear of liens or encumbrances.

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a) shall constantly maintain and not diminish in any respect, or materially alter improvements (including landscaped and recreation areas) or the on-site paved parking area and/or structures comprising a part of Mortgaged Premises or materially change the use of Mortgaged Premises so long as indebtedness, or any part thereof, remains unpaid and shall not erect any buildings or other improvements on Mortgaged Premises without the prior written consent of Mortgagee (which consent shall not be unreasonably withheld or delayed). Without, in

102. USE, CARE OR WASTE: Mortgagor:

In the event of the payment of Proceeds or Awards and the application of the same to Indebtedness, Mortgagee agrees that such application will be free from Premium.

b) the entry of a decree of foreclosure of the lien hereof shall not affect or impair said power and authority.

a) the power and authority granted to Mortgagee to collect Proceeds or Awards is irrevocable and coupled with an interest and shall in no way, affect the security of this Mortgage or the liability of Mortgagor for payment of Indebtedness; and

9. MORTGAGEE'S LIABILITY FOR COLLECTION OF PROCEEDS OR AWARDS: Mortgagee shall not be held responsible for any failure to collect Proceeds or Awards, regardless of the cause of such failure, and:

8. CASUALTY OR CONDEMNATION AFTER FORECLOSURE: In the event of casualty or condemnation following the institution of foreclosure proceedings, Proceeds or Awards, if not applied as specified in Paragraphs 6 and 7, shall be used to pay the amounts due in accordance with any decree of foreclosure which may be entered in any such proceedings and the balance, if any, shall either be paid to the owner of the equity redemption, if such owner shall be entitled to the same, or as the court may direct.

In the event that Mortgagee has the right and elects to apply Awards on account of Indebtedness, and PROVIDED THAT no Monetary Default or Non-Monetary Default shall have occurred, such application of Proceeds shall be free from Premium.

d) Awards are in excess of Rebuilding or Restoration, any surplus Awards, following payment in full of all costs of Rebuilding or Restoration shall, at the option of Mortgagee, either be applied on account of Indebtedness or paid to Mortgagor.

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1) . not abandon Mortgaged Premises or do or suffer anything to be done which would depreciate or impair the value thereof or the security of this Mortgage;

ii) . not remove or demolish any part of improvements of a structural nature which would adversely affect the value of Mortgaged Premises;

iii) . pay promptly all services, labor and material necessary and required to construct the improvements in accordance with the construction loan agreement pursuant to contracts therefor;

iv) . maintain, preserve and keep Mortgaged Premises in good, safe and insurable condition and repair and promptly make any needed and proper repairs, replacements, renewals, additions or substitutions required by wear and tear, damage, obsolescence or destruction;

v) . not take any changes, additions or alterations to Mortgaged Premises of a structural nature or which would adversely affect the value thereof, except as required by any applicable statute, law or ordinance of any governmental authority having jurisdiction over Mortgaged Premises and the intended use thereof, or as otherwise approved in writing by Mortgagee;

vi) . promptly commence and diligently pursue Repair or Restoration or Rebuilding or Restoration, as the case may be;

vii) . not commit or permit to exist any waste of Mortgaged Premises; and

viii) . maintain all abutting sidewalks in good and neat order and repair.

b) . Represents to Mortgagee that:

1) . no asbestos or asbestos containing materials, hazardous substances, hazardous waste, industrial waste, pollution control waste or toxic substances, within the meaning of any applicable statute or regulation (collectively "Hazardous Substances"), are presently stored or otherwise located on Mortgaged Premises and that, within the

any way, limiting the generality of the foregoing, Mortgagee shall:

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d) Shall comply with and cause Mortgaged Premises, and the use and condition thereof, to comply with Applicable Laws and with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions (including, without limitation, those relating to the

c) Shall, in addition to the indemnification specified in Paragraph 35 hereof, indemnify and hold Mortgaged harmless of and from all loss, cost and expense (including reasonable attorneys' fees), liability, damage and claim whatsoever incurred by Mortgages by reason of Mortgaged's failure to comply with applicable statutes, and regulations for the protection of the environment, including occupational health and safety, hazardous waste and substances and environmental matters, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such failure to comply (collectively "Environmental Costs"), PROVIDED THAT to the extent Mortgaged is strictly liable pursuant to any such statute, Mortgaged's obligations to Mortgaged pursuant to this indemnity shall likewise be without regard to fault on the part of Mortgaged with respect to the violation of law which results in liability to Mortgaged;

iv) Mortgaged shall promptly notify Mortgaged as soon as Mortgaged knows of or suspects that a Hazardous Substance has been released on Mortgaged Premises.

iii) Mortgaged Premises will not be used for the principal purpose of storing Hazardous Substances and that no such storage or use will otherwise be allowed on Mortgaged Premises which will cause or increase the likelihood of causing the release of Hazardous Substances onto Mortgaged Premises; and

ii) until indebtedness is paid in full, all Hazardous Substances, which may be used by any person for any purpose upon Mortgaged Premises, shall be used or stored thereon only in a safe, approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any governmental authority;

definition of such statute, no part of Mortgaged Premises, including the ground-water located thereon, is presently contaminated by any Hazardous Substances;

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and said default is not cured to the satisfaction of Mortgagee or other satisfactory security is furnished to Mortgagee within thirty (30) days following written notice by Mortgagee to Mortgagee, or if Mortgagee shall fail to procure and maintain Insurance Policies, Mortgagee may, at its election and without further demand or notice, pay and discharge such lien or encumbrance, defend the title to Mortgaged Premises, pay such Impositions (plus any interest and penalties thereon), perform Rebuilding or Restoration or any obligation of Mortgagee specified in Paragraph 10 hereof, procure Insurance Policies and maintain and preserve Mortgaged Premises. All expenditures therefor, including attorneys' fees incurred by Mortgagee, shall forthwith become due and payable to Mortgagee, together with interest thereon at Default Rate, which shall be added to and become a part of Indebtedness and shall be secured by the lien of this Mortgage, all without prejudice to the right of Mortgagee to declare Indebtedness immediately due and payable by reason of Mortgagee's default and breach of the terms, covenants, conditions and agreements herein contained. Mortgagee shall have the sole right of determination as to the validity of any lien, encumbrance or Imposition attributable to or assessed against Mortgaged Premises and payment thereof by Mortgagee shall establish its right to recover the amount so paid, with interest at Default Rate, subject to the provisions of Paragraph 12 following.

11. MORTGAGEE'S PERFORMANCE OF MORTGAGOR'S OBLIGATIONS: In the event of a default by Mortgagee in:
- a) the prompt discharge of any lien or encumbrance;
 - b) defending the title to Mortgaged Premises;
 - c) the payment of any Imposition;
 - d) diligently and continuously pursuing construction of the improvements in accordance with the Construction Loan Agreement, Repair or Restoration or Rebuilding or Restoration, as the case may be;
 - e) the proper maintenance and preservation of Mortgaged Premises; or
 - f) the performance by Mortgagee of any obligation specified in Paragraph 10 above;

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a). shall not, at any time, insist upon or plead or, in any manner whatsoever, claim, or take advantage of any stay, exemption or extension law or any so-called

13. WAIVERS: To the fullest extent permitted by law, Mortgagor:

If the foregoing deposits are made and Mortgagor continues, in good faith, to contest the validity of such lien, encumbrance or imposition, by appropriate legal proceedings which shall operate to prevent the collection thereof and the sale of mortgaged premises, or any part thereof, to satisfy the same, Mortgagor shall be under no obligation to pay such lien, encumbrance or imposition until such time as the same has been decreed, by court order, to be a valid lien on mortgaged premises. Mortgagor shall have full power and authority to reduce any such security or indemnity to cash and apply the amount so received to the payment of any unpaid lien, encumbrance or imposition to prevent the sale or forfeiture of mortgaged premises or non-payment of such lien, encumbrance or imposition, without liability on Mortgagor for any failure to apply the security or indemnity so deposited, unless Mortgagor, in writing, requests the application thereof to the payment of the particular lien, encumbrance or imposition for which such deposit was made. Any surplus deposit retained by Mortgagor, after the payment of the lien, encumbrance or imposition for which the same was made, shall be repaid to Mortgagor, unless Monetary Default or Non-Monetary Default exists, in which event, such surplus shall be applied by Mortgagor to cure such default.

c). from time to time, deposit additional security or indemnity, so that, at all times, adequate security or indemnity will be available for the payment of the full amount of the lien, encumbrance or imposition remaining unpaid, together with all interest, penalties, costs and charges accrued or accumulated thereon.

b). on or before the due date thereof, on demand, deposit with Mortgagor security (in form and content satisfactory to Mortgagor) for the payment of the full amount of such lien, encumbrance or imposition, or any balance thereof then remaining unpaid (or provide to Mortgagor such other indemnity as may be reasonably acceptable to it); and

a). on or before fifteen (15) days prior to the due date thereof, notify Mortgagor, in writing, that it intends to so contest the same;

12. CONTEST OF LIENS OR ENCUMBRANCES: In the event Mortgagor desires to contest the validity of any lien, encumbrance or imposition attributable to or assessed against Mortgaged Premises, it shall:

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a). Legal and/or equitable title to Mortgaged Premises; or

part of the: transfer of or grant of a security interest in and to all or any sale, installment sale, conveyance, assignment, mortgage or other Rate and to collect assumption fees, Mortgagor agrees that any late financing liens and/or permitting Mortgages to increase Note Mortgages' security, keeping Mortgaged Premises free from subord- 14. UNPERMITTED TRANSFERS: For the purpose of protecting

order Mortgaged Premises sold as an entirety. jurisdiction to foreclose the lien of this Mortgage may of the lien hereof and agrees that any court having have Mortgaged Premises marshaled upon any foreclosure through or under Mortgagor, waives any and all right to d). For itself and all who or which claim by,

and every such right, power and remedy as though no such law or laws has, have been or will have been made or enacted; Mortgages but will suffer and permit the exercise of remedy herein or otherwise granted or delegated to delay or impede the exercise of any right, power or utilizing any applicable law or laws or otherwise hinder, c). agrees that it will not, by invoking or

to the full extent permitted by Applicable Laws; other persons are and shall be deemed to be hereby waived and all such rights of redemption of Mortgagor and of all hereof, it being the intent of Mortgagor hereby that any title to Mortgaged Premises subsequent to the date of each and every person acquiring any interest in or indirect) by, through or under Mortgagor and on behalf persons claiming or having an interest (direct or this Mortgage, on its own behalf, on behalf of all redemption under any order or decree of foreclosure of b). hereby expressly waives any and all rights of

hereof; thereof, upon foreclosure sale or other enforcement or any part thereof, or relating to the marshaling hereafter in force to redeem Mortgaged Premises so sold, or exercise any rights pursuant to any statute now or competent jurisdiction or after such sale or sales, claim to any decree, judgment or order of any court of to be made pursuant to any provision herein contained or or any part thereof, prior to any sale or sales thereof for the valuation or appraisal of Mortgaged Premises, of or from any law (now or hereafter in force) providing nor claim, take or insist upon any benefit or advantage "Mortatorium Law" (now or at any time hereafter in force)

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16. DEFAULT: If Mortgagor shall default in the payment of the whole or any part of indebtedness, at the time and in the

15. PROHIBITION AGAINST SUBMITTING MORTGAGED PREMISES TO CONDOMINIUM PROPERTY ACT: Mortgagor shall not, without the prior written consent of Mortgagee, submit Mortgaged Premises to the Condominium Property Act of the State of Illinois or to any similar act or statute or otherwise permit cooperative ownership or the further subdivision thereof.

11). no such consent shall be given unless Mortgagor agrees, inter alia, that immediately upon the closing of the subject sale or transfer, Mortgagor will provide Mortgagee with a copy of the deed or other instrument of conveyance to the transferee, together with an Affidavit and Agreement of Indemnification, in form and content satisfactory to Mortgagee, executed by such transferee under oath.

11). notwithstanding such consent by Mortgagee, Mortgagor shall not engage in any "prohibited transaction" with any "party-in-interest", as such terms are defined in the Employee Retirement Income Security Act of 1974, as amended, from time to time; and

1). a consent by Mortgagee to an Unpermitted Transfer or a waiver of a Non-Monetary Default by reason thereof, the same shall not constitute a consent to or waiver of any right, remedy or power accruing to Mortgagee by reason of any subsequent Unpermitted Transfer;

Notwithstanding the foregoing, Mortgagee may condition its consent to an Unpermitted Transfer upon the payment of a fee to Mortgagee and/or an increase in Note Rate, PROVIDED THAT:

without the prior written consent of Mortgagee shall be deemed to be an unpermitted transfer (collectively "Unpermitted Transfers").

d). partnership interests of the partners of any partnership owning Mortgaged Premises or any partnership which is the beneficiary of any trust which holds title to Mortgaged Premises.

c). stock of any corporate owner of Mortgaged Premises or any corporation which is the beneficiary of any trust which holds title to Mortgaged Premises;

b). beneficial interest of any trust which holds title to Mortgaged Premises!

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manner provided herein and in Note and Other Loan Documents, when due ("Monetary Default"), or in the event:

a) that Mortgagor shall default in the performance of any of the terms, agreements, covenants or conditions contained herein or in commitment or other loan documents and such default shall continue for thirty (30) days following written notice from Mortgagee, PROVIDED THAT the same shall not be considered a default if, within said thirty (30) day period, Mortgagee shall initiate and diligently pursue a course of action necessary and required to cure the same, but, in all events, such default must be cured within ninety (90) days following the aforesaid written notice;

f) that, pursuant to any state or federal bankruptcy, reorganization or insolvency law:

1) Mortgagee or Beneficiary applies for or consents, in writing, to the appointment of a receiver, custodian, trustee or liquidator of Mortgagee, Beneficiary, or Mortgagee Premises (or a substantial part thereof), or

11) Mortgagee or Beneficiary files a voluntary petition in bankruptcy or makes a general assignment for the benefit of creditors, or

111) a court of competent jurisdiction enters an order, judgment or decree on the application of a creditor adjudicating Mortgagee or Beneficiary as bankrupt or insolvent or appointing a receiver, trustee, custodian or liquidator of Mortgagee, Beneficiary, or Mortgagee Premises (or a substantial part thereof) and such order, judgment or decree is not discharged or set over within sixty (60) days thereafter;

c) that Mortgagor shall default in the performance of any obligation contained in any documents evidencing any other indebtedness owed to Mortgagee or relating thereto and secured by Mortgagee Premises and such default is not cured within the applicable grace period;

d) that any representation or warranty made to Mortgagee by or on behalf of Mortgagor or Beneficiary was false or misleading, in any material respect, when made;

e) that Mortgagor shall default in the maintenance of any licenses which are necessary and required for the operation of Mortgagee Premises or the cancellation or any attempted assignment thereof without the prior

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In the event of a Monetary Default or Non-Monetary Default and immediately upon the commencement of any action, suit or other legal proceedings by Mortgagee to foreclose this Mortgage, Mortgagee hereby unconditionally and irrevocably consents to the appointment of a receiver or receivers of Mortgaged Premises and the income generated from the operation thereof upon ten (10) days written notice to Mortgagee. Mortgagee shall be entitled to such appointment without regard to the adequacy of any security given for the payment of indebtedness and said receiver or receivers shall be entitled to take possession of Mortgaged Premises from the owner, tenants and/or occupants of the whole or any part thereof and to collect and receive income for the use and benefit of Mortgagee.

Any consent by Mortgagee to a Monetary Default or Non-Monetary Default shall not constitute a consent to or waiver of any right, remedy or power of Mortgagee upon the occurrence of a subsequent Monetary Default or Non-Monetary Default.

Upon acceleration of Maturity Date, Mortgagee shall be entitled to collect and Mortgagee shall pay Premium, the date of such Monetary Default or Non-Monetary Default being deemed to be the date of prepayment.

(a). through h). collectively "Non-Monetary Defaults", then, or at any time thereafter during the continuance of a Monetary Default or Non-Monetary Default, Mortgagee shall, commencing with the date thereof, pay interest on indebtedness at a rate equal to Default Rate, and Mortgagee may declare indebtedness immediately due and payable in full, without further notice, demand or presentment, at the place of payment aforesaid.

- (i). of a material adverse misrepresentation in Annual Financial Statements;
- (j). of the occurrence of an Unpermitted Transfer;
- (k). that Mortgagee shall fail to pay Environmental Costs; or

Written consent of Mortgagee, and such default or cancellation is not cured within ten (10) days following notice thereof from Mortgagee, PROVIDED THAT the same will not be considered a default if, within said ten (10) day period, Mortgagee shall have instituted and diligently pursues a course of action reasonably intended to cure such default, but, in all events, the same must be cured within sixty (60) days following the aforesaid notice;

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appoint a receiver for the benefit of Mortgagee, with power to take possession, charge and control of Mortgaged Premises, to lease the same, keep Mortgaged Premises insured and in good repair and collect all rentals during the pendency of such foreclosure suit and, in the event of foreclosure sale and a deficiency in the proceeds received therefrom, during any period of redemption. The court may, from time to time, authorize such receiver to apply the net amounts remaining in his possession, after deducting reasonable compensation for himself and his counsel to be allowed by the

e). without requiring any bond from the complainant in such proceedings;

d). without regard to the then value of Mortgaged premises or whether the same shall then be occupied in whole or in part, as a homestead by the owner of the equity of redemption; and

c). without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of indebtedness, or any part thereof;

b). either before or after foreclosure sale and with notice to Mortgagor or to any party claiming under Mortgagor;

a). upon application of Mortgagee or at any time thereafter;

18. REMEDIES: Upon the occurrence of a Monetary Default or a Non-Monetary Default, Mortgagee shall have the right to immediately foreclose this Mortgage. Upon the filing of any complaint by reason thereof, the court in which the same is filed may:

17. REMEDIES NOT EXCLUSIVE: No remedy or right of Mortgagee hereunder or pursuant to Note or other Loan Documents or otherwise available under applicable law, shall be exclusive of any other remedy or right but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing at law or in equity pursuant thereto. No delay in the exercise of or omission to exercise any remedy or right accruing by reason of a Monetary Default or a Non-Monetary Default shall impair any such remedy or right or be construed to be a waiver thereof or an acquiescence therein nor shall the same affect any subsequent Monetary Default or Non-Monetary Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by Mortgagee. All obligations of Mortgagor and all rights, powers and remedies of Mortgagee expressed herein shall be in addition to and not in limitation of the rights, powers and remedies provided by law, this Mortgage and other Loan Documents.

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a). Mortgagor hereby waives all right to possession, and income and rents of Mortgaged Premises and Mortgagee is hereby expressly authorized and empowered to enter into and upon Mortgaged Premises, or any part thereof, take possession of the same and complete construction of Improvements, at the expense of

19. MORTGAGEE'S RIGHT TO COMPLETE CONSTRUCTION: In the event of a Monetary Default or Non-Monetary Default by Mortgagor hereunder or pursuant to Note, Construction Loan Agreement, other Loan Documents:

Any overplus of the proceeds of foreclosure sale shall then be paid to Mortgagor. This Mortgage may be foreclosed at any one time against all or successively against any part or parts of Mortgaged Premises, as Mortgages hereunder shall not be impaired or exhausted by one or any foreclosure or by one or any sale and may be foreclosed successively and in parts until all of Mortgaged Premises shall have been foreclosed and sold. In the event of any foreclosure of Mortgaged Premises (or commencement of or preparation for the same) in any court, all expenses of every kind paid or incurred by Mortgagee for the enforcement, protection or collection of this security, including reasonable costs, attorneys' fees, stenographers' fees, costs of advertising, title charges and other costs and expenses shall be paid by Mortgagor.

v). All sums advanced by Mortgagee to cure or attempt to cure any Monetary Default or Non-Monetary Default, to protect the security provided herein and in Note and other Loan Documents, with interest on such advances at Default Rate.

iv). Premiums due on Insurance Policies or costs of Repair or Restoration, Rebuilding or Restoration, Impositions (and any interest, penalties and costs thereon) or any other lien or charge upon Mortgaged Premises which may be or become superior to the lien of this Mortgage or of any decree foreclosing the same; and

iii). costs and expenses of foreclosure and litigation upon Mortgaged Premises;

ii). any amount due upon any decree entered in any suit foreclosing this Mortgage;

i). Amounts due under Note secured hereby;

of application as Mortgagee may elect: court, in payment (in whole or in part) of any part or all of indebtedness and, without limitation, the following, in such order

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a). enter and take actual possession of Mortgaged Premises, Leases and the rents payable pursuant thereto, personally or by its agents or attorneys and excluding Mortgagor therefrom;

20. POSSESSORY RIGHTS OF MORTGAGEE: Upon the occurrence of a Monetary Default or a Non-Monetary Default, whether before or after the institution of legal proceedings to foreclose the lien of this Mortgage or any sale thereunder, Mortgagee shall be entitled, in its sole discretion, to perform any of the following:

c). Mortgagee may disburse that part of Indebtedness not previously disbursed or proceeds or awards to complete construction of Improvements or perform any obligation of Mortgagor pursuant to any contract for the sale of Mortgaged Premises.

iii). pay and discharge all debts, obligations and liabilities incurred by reason of the foregoing, all at the expense of Mortgagor, which expenditures by Mortgagee shall be added to and become a part of Indebtedness and shall become immediately due and payable upon demand.

ii). continue any and all outstanding construction contracts and make and enter into any contracts and obligations wherever necessary, in its own name; and pay and discharge all debts, obligations and liabilities incurred by reason of the foregoing, all at the expense of Mortgagor, which expenditures by Mortgagee shall be added to and become a part of Indebtedness and shall become immediately due and payable upon demand.

b). Mortgagee, in addition to the exercise of the rights and remedies provided hereunder and pursuant to Construction Loan Agreement and other loan documents, is also hereby granted full and complete authority to:

Mortgagor, lease the same, collect and receive all rents therefor and apply the same, less the necessary or appropriate expenses of collection thereof, including a reasonable management fee to itself, attorneys' fees, either for the care, operation and preservation of Mortgaged Premises or, at the election of Mortgagee, in its sole discretion, to a reduction of Indebtedness, in such order as Mortgagee may elect.

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Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the rentals collected by it to the payment or on account of the following, in such order as it may determine:

Mortgagor hereby granting full power and authority to Mortgagee to exercise each and every of the rights, privileges and powers contained herein at any and all times following the occurrence of a Monetary Default or a Non-Monetary Default, without notice to Mortgagor.

h) perform such other acts in connection with the management and operation of Mortgaged Premises as Mortgagee, in its sole discretion, may deem proper;

g) insure and re-insure Mortgaged Premises against all risks incidental to Mortgagee's possession, operation and management thereof; and

f) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to Mortgaged Premises which, in Mortgagee's sole discretion, may seem appropriate;

e) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof;

d) cancel or terminate any Lease or sublease for any cause or for any reason which would entitle Mortgagor to cancel the same.

c) as attorney-in-fact or agent of Mortgagor, or in its own name as Mortgagee and pursuant to the powers herein granted, hold, operate, manage and control Mortgaged Premises and Leases and collect all rentals payable pursuant thereto and conduct the business, if any, thereof, either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as, in its discretion, may be deemed proper or necessary to enforce the terms and conditions of Leases and the rentals payable pursuant thereto (including actions for the recovery of rents, actions in forcible detainer and actions in distress of rent);

b) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Mortgagor relating thereto;

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c). endorse any checks, drafts or other writings in the name of Mortgagor to permit collection of Personal Property and control of any proceeds thereof;

b). enforce collection of any part of Personal Property by suit or otherwise and surrender, release or exchange all or any part thereof or compromise, extend or renew, for any period (whether or not in excess of the original period), any obligations of any nature of any party with respect thereto;

a). notify any person obligated on Personal Property to perform, directly for Mortgagor, its obligations thereunder;

21. OTHER REMEDIES: In the event of a Monetary Default or a Non-Monetary Default, Mortgagor may exercise, from time to time, any rights and remedies available to it pursuant to applicable law. Mortgagor shall, promptly upon request by Mortgagor, assemble Personal Property and make the same available to Mortgagor at such place or places reasonably convenient for Mortgagor and Mortgagor, as Mortgagor shall designate. Any notification required by law of intended disposition by Mortgagor of any part of Mortgaged Premises shall be deemed reasonably and properly given if served as herein provided at least five (5) days prior to such disposition. Without limiting the foregoing, whenever a Monetary Default or Non-Monetary Default is existing, Mortgagor may, with respect to Personal Property, without further notice, advertisement, hearing, or process of law of any kind:

- i). Impositions, costs of repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of Mortgaged Premises, including the cost, from time to time, of installing, repairing or repairing Mortgaged Premises and of placing Mortgaged Premises in such condition as will, in the judgment of Mortgagor, make the same readily rentable; and
 - ii). In debt, or any part thereof.
- 1). operating expenses of Mortgaged Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Mortgagor and its agents or contractors, if management be delegated to agents or contractors, and leasing commissions and other compensation and expenses in seeking and procuring occupancy Tenants and entering into Leases), established claims for damages, if any, and premiums on insurance Policies;

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22. NON-LIABILITY OF MORTGAGEE: Notwithstanding anything contained herein, Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagee pursuant to leases or otherwise and Mortgagee shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur pursuant thereto or by reason of its exercise of its rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings, on its part, to perform or discharge any of the terms, covenants or agreements with respect to Mortgaged Premises. Mortgagee shall not have responsibility for the control, care, management or repair of Mortgaged Premises nor shall Mortgagee be responsible or liable for

Mortgagee hereby constitutes Mortgagee its attorney-in-fact, with full power of substitution, to take possession of Personal Property upon the occurrence of a Monetary Default or Non-Monetary Default, as Mortgagee, in its sole discretion (reasonably exercised) deems necessary or proper, to execute and deliver all instruments required by Mortgagee to accomplish the disposition of Personal Property, or any part thereof, which power of attorney is a power coupled with an interest, irrevocable until such time as indebtedness is paid in full.

Any proceeds of any disposition by Mortgagee of any part of Personal Property may be applied by Mortgagee to the payment of attorney's fees and legal expenses, and any balance of such proceeds shall be applied by Mortgagee in the payment of such part of indebtedness and in such order of application as Mortgagee may, from time to time, elect. Mortgagee may exercise, from time to time, any rights and remedies available to it pursuant to the Uniform Commercial Code, other applicable laws in effect from time to time or otherwise available to it by reason of any applicable law. Mortgagee hereby expressly waives presentment, demand, notice of dishonor and protest in connection with indebtedness and, to the fullest extent permitted by applicable law, any and all other notices, advertisements, hearings or process of law in connection with the exercise by Mortgagee of any of its rights and remedies hereunder.

- d) enter upon any part of Mortgaged Premises where Personal Property may be located and take possession of and remove the same;
- e) sell any part or all of Personal Property free of all rights and claims of Mortgagee therein and thereto, at any public or private sale; and
- f) bid for and purchase any part or all of Personal Property at any such sale.

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26. ASSIGNMENT OF LEASES, RENTS AND PROFITS OF MORTGAGOR, AS LESSOR: To further secure indebtedness and the performance of all of the terms, covenants, conditions and agreements contained herein and in Note and other Loan Documents, Mortgagor hereby sells, assigns and transfers to Mortgagee all of its right, title and interest in and to Leases and all rentals, issues, proceeds and

25. COMPLIANCE WITH AGREEMENTS: Mortgagor shall pay promptly and keep, observe, perform and comply with all covenants, terms and provisions of operating agreements, leases, instruments and documents relating to Mortgaged Premises or evidencing or securing any indebtedness secured thereby and shall observe all covenants, conditions and restrictions affecting the same.

24. CHANGE OF LAW: In the event of the enactment, following the date hereof, of any law in the State of Illinois deducting from the value of Mortgaged Premises, for the purpose of taxation, the amount of any lien, encumbrance or imposition or imposing upon Mortgagee the payment of the whole or any part thereof or changing, in any way, the laws relating to the taxation of mortgages or debts secured by mortgages or the manner of collection of liens, encumbrances or impositions, so as to affect this Mortgage, indebtedness or Mortgage, Mortgagor shall, in any such event, upon demand by Mortgagee, pay such liens, encumbrances or impositions or reimburse Mortgagee therefor; PROVIDED, HOWEVER, that if, in the opinion of counsel for Mortgagee, it may be unlawful to require Mortgagee to make such payment or the making of such payment may result in the payment of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare indebtedness and all interest due and owing thereon to be and become due and payable within one (1) year from the giving of such notice. Notwithstanding the foregoing, it is understood and agreed that Mortgagor is not obligated to pay any part of Mortgagee's federal or state income tax.

23. USURY: Mortgagor represents and agrees that loan will be used for business purposes and this Mortgage is exempt from limitations upon lawful interest, pursuant to the terms of the Illinois Revised Statutes, Chapter 17, Paragraph 6404.

any negligence in the management, operation, upkeep, repair or control of Mortgaged Premises resulting in loss, injury or death to any Occupancy Tenant, licensee, employee or stranger upon Mortgaged Premises. No liability shall be enforced or asserted against Mortgagee in the exercise of the powers herein granted to it and Mortgagee expressly waives and releases any such liability. In the event Mortgagee incurs any such liability, loss or damage pursuant hereto and to any lease or in the defense of any claim or demand, Mortgagor agrees to reimburse Mortgagee, immediately upon demand, for the amount thereof, including costs, expenses and reasonable attorneys' fees.

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profits now due and which may hereafter become due pursuant thereto, it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Mortgagee hereby irrevocably appoints Mortgagee its agent, in its name and stead (with or without taking possession of Mortgaged Premises, as provided in Paragraph 19 hereof), to rent, lease or let all or any part of Mortgaged Premises to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine and to collect all of said avals, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every lease, written or oral, or other tenancy existing or which hereafter exist on Mortgaged Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon a taking of possession pursuant to the provisions of Paragraph 19 hereof. Mortgagee represents and agrees that no rent has been or will be paid by any person in possession of any part of Mortgaged Premises for more than one (1) installment in advance and that the payment of no part of the rents to accrue for any part of Mortgaged Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagee. Mortgagee waives any rights of set-off against any person in possession of any part of Mortgaged Premises and agrees that it will not assign any of the rents or profits from Mortgaged Premises except with the consent of Mortgagee.

Nothing herein contained shall be construed as constituting a mortgage in possession of Mortgaged Premises by Mortgagee pursuant to Paragraph 19 hereof. In the exercise of the powers granted herein to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagee. Mortgagee further agrees to assign and transfer leases to Mortgagee and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in Mortgaged Premises as Mortgagee shall, from time to time, require. Although it is the intention of Mortgagee and Mortgagee that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it pursuant hereto until a Monetary Default or a Non-Monetary Default shall exist. Within forty five (45) days following Mortgagee's written request therefor, Mortgagee will furnish to Mortgagee executed copies of Leases, which shall be in form and content satisfactory to Mortgagee. In the event that Mortgagee requires the same, Mortgagee shall execute and record a separate collateral assignment of Rents or separate Assignment of Leases, in form and content satisfactory to Mortgagee, and the terms and provisions of said assignments shall control in the event of a conflict between the terms hereof and the terms thereof.

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Mortgagor shall faithfully perform the covenants of Mortgagor, as Lessor under any present and future Leases affecting all or any portion of Mortgaged Premises, and neither do nor neglect to do or permit to be done anything which may cause the termination of Leases, or any part thereof, or which may diminish or impair the value thereof, the rents provided for therein or the interest of Mortgagor or Mortgagee therein or thereunder. Mortgagor agrees:

a). that Leases shall remain in full force and effect, irrespective of any merger of the interest of the Lessor and Occupancy Tenants thereunder;

b). that except in the ordinary course of business, it will not terminate, modify or amend Leases or any of the terms thereof or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof, without the prior written consent of Mortgagee, and it will not enter into any new Leases;

c). not to collect any of the rents, income and profits arising or accruing pursuant to Leases for more than one (1) month in advance of the time the same become due under the terms thereof;

d). not to discount any future accruing rents;

e). not to execute any other assignments of Leases or any interest therein or any of the rents payable thereunder;

f). to perform all of Mortgagor's covenants and agreements, as Lessor, pursuant to Leases and not suffer or permit to occur any release of liability of occupancy Tenants or any rights of occupancy Tenants to withhold payment of rents;

g). to give prompt notice to Mortgagee of any notice of default on the part of Mortgagor with respect to Leases received from Occupancy Tenants thereunder and to furnish Mortgagee with complete copies of said notices;

h). if so requested by Mortgagee, to enforce Leases and all remedies available to Mortgagor in the event of default by Occupancy Tenants thereof;

i). that none of the rights or remedies of Mortgagee provided herein shall be delayed or in any way prejudiced by assignment;

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a). this Mortgage shall constitute a security agreement within the meaning of the Illinois Uniform Commercial Code ("Code") with respect to any and all sums at any time on deposit for the benefit of or held by Mortgagee (whether deposited by or on behalf of Mortgagee or others) pursuant to any provision of this Mortgage, Note or other Loan Documents and any Personal Property now or hereafter owned by Mortgagee which may not be deemed to be affixed to. Mortgaged Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of Code) and all replacements thereof, substitutions

27. SECURITY AGREEMENT: Mortgagee and Mortgagee agree that:

Mortgagee shall, in addition to the assignment provisions contained herein, deliver (for collateral purposes only) to Mortgagee a recorded assignment of all of its interest, as Lessor, in and to Leases, in form and substance satisfactory to Mortgagee.

n). not to sell, transfer, assign, or remove any Personal Property unless such action results in the substitution or replacement thereof with similar items owned by Mortgagee, not otherwise encumbered and of equal value, without the prior written consent of Mortgagee.

m). not to exercise any right of election, whether specifically set forth in any Lease or otherwise, which would in any way diminish the liability of occupancy Tenants or have the effect of shortening the stated term of the Lease; and

l). not to request, consent to, agree to or accept a subordination of Leases to any mortgage or other encumbrance now or hereafter affecting Mortgaged Premises, except for this Mortgage and as requested by Mortgagee;

k). except in the ordinary course of business, it will not alter, modify or change the terms of any guarantees of any of Leases or cancel or terminate the same or consent to any assignments thereof or any subletting thereunder, whether or not in accordance with the terms of Leases, without the prior written consent of the Mortgagee;

j). that notwithstanding any variation of the terms of this Mortgage or any extension of time for the payment of indebtedness or any release of any part of Mortgaged Premises, Leases and the benefits thereby assigned shall continue as additional security in accordance with the terms hereof;

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v). Mortgagor shall, upon demand and at its sole cost and expense, furnish to Mortgagee such further information, execute and deliver such financing statements and other documents (in form satisfactory to Mortgagee) and do all such acts and things as Mortgagee may, at any time or from time

iv). no financing statement (other than "Secured Party" [as such term is defined in Code] or except as permitted in writing by Mortgagee or with respect to liens or encumbrances, if any, expressly permitted pursuant hereto and to Note and other loan documents) applicable to any part of collateral or any proceeds thereof is on file in any public office;

iii). collateral shall be kept at mortgaged premises and, except for obsolete collateral, will not be removed therefrom without the prior consent of Mortgagee;

ii). collateral shall be used by mortgagor solely for business purposes;

i). mortgagor (being the "debtor", as such term is defined in Code) is and will be the true and lawful owner of collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Mortgagee only and liens and encumbrances, if any, expressly permitted pursuant hereto and to Note and other loan documents;

the following provisions shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

d). all of the terms, provisions, conditions and agreements contained herein shall pertain and apply to collateral as fully and to the same extent as the same apply to any other property comprising mortgaged premises; and

c). collateral and all of mortgagor's right, title and interest therein are hereby assigned to Mortgagee to secure the payment of indebtedness;

b). a security interest in and to collateral is hereby granted to Mortgagee;

therefor, additions thereto and the proceeds thereof (collectively "collateral");

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vi). In the event of the occurrence of a Monetary Default or a Non-Monetary Default, Mortgagee: t). shall have the remedies of a Secured Party pursuant to code, including, without limitation, the right to take immediate and exclusive possession of collateral, or any part thereof and, for that purpose, may, insofar as Mortgagee can give authority therefor, with or without judicial process, enter (if the same can be done without breach of the peace) upon any place in which collateral, or any part thereof, may be situated and remove the same therefrom (PROVIDED THAT if collateral is affixed to real estate, such removal shall be subject to the conditions stated in code), u). shall be entitled to hold, maintain, preserve and prepare collateral for sale (until disposed of) or may propose to retain the same subject to Mortgagee's right of redemption, in satisfaction of Mortgagee's obligations, as provided in code, v). may render collateral unusable without removal and may dispose of the same on mortgaged premises, w). may require Mortgagee to assemble collateral and make the same available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both Mortgagee and Mortgagee, x). will furnish to Mortgagee not less than twenty (20) days prior written notice of the time and place of any public sale of collateral or of the time after which any private sale or any other intended disposition thereof is made and the requirements of reasonable notice shall be met if such notice is mailed by certified United States mail (or equivalent), postage prepaid, to the address of Mortgagee set forth in the introduction hereof, y). may purchase, at any public sale and, if collateral is of a type customarily sold in a recognized market or the subject of widely distributed standard price

to time, request or as may be necessary or appropriate to establish and maintain a perfected security interest in collateral as security for indebtedness, free and clear of all liens or encumbrances, other than liens or encumbrances benefiting Mortgagee only and liens and encumbrances, if any, expressly permitted hereby or pursuant to Note or other Loan Documents and Mortgagee will pay the cost of filing or recording this instrument and such financing statements or other documents in all public offices wherever filing or recording is deemed necessary or desirable by Mortgagee;

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(ix) to the extent permitted by applicable law, the security interest established hereby is specifically intended to cover and include all of the right, title and interest of Mortgagee, as Landlord, in and to Leases, including all extended terms and extensions and renewals thereof together with any amendments to or replacements thereof and all right, title and interest of Mortgagee, as Landlord thereunder, including, without limitation, the present and continuing right to: (x) make claim for, collect, receive and receipt for any and all rents, income, revenues, issues, profits and monies payable as damages or, in lieu of the rents and moneys payable, as the purchase price of Mortgaged Premises, or any part thereof or of awards or claims of money and other sums of money payable or receivable thereunder, howsoever payable, (y) bring actions and proceedings thereunder or for the enforcement thereof, and (z) do any and all things which Mortgagee or any Landlord is or may become entitled to do pursuant to Leases.

(viii) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of Code with respect to collateral and the goods described herein, which are or may become fixtures relating to Mortgaged Premises, and: (x) the addresses of Mortgagee (Debtor) and Mortgagee (Secured Party) are herein set forth, (y) this Mortgage shall be recorded with the Recorder of Deeds of DuPage County, Illinois, and (z) Mortgagee is the record owner of Mortgaged Premises; and

(vii) the terms and provisions contained in this Paragraph 26 shall, unless the context otherwise requires, have the meanings contained and be construed as provided in Code;

(vi) the terms and provisions contained in this Paragraph 26 shall, unless the context otherwise requires, have the meanings contained and be construed as provided in Code;

(v) the terms and provisions contained in this Paragraph 26 shall, unless the context otherwise requires, have the meanings contained and be construed as provided in Code;

(iv) the terms and provisions contained in this Paragraph 26 shall, unless the context otherwise requires, have the meanings contained and be construed as provided in Code;

(iii) the terms and provisions contained in this Paragraph 26 shall, unless the context otherwise requires, have the meanings contained and be construed as provided in Code;

(ii) the terms and provisions contained in this Paragraph 26 shall, unless the context otherwise requires, have the meanings contained and be construed as provided in Code;

(i) the terms and provisions contained in this Paragraph 26 shall, unless the context otherwise requires, have the meanings contained and be construed as provided in Code;

quotations, Mortgagee may purchase collateral at private sale, which sale may be held as a part of and in conjunction with any foreclosure sale of Mortgaged Premises and collateral and Mortgagee so elects, and the net proceeds realized upon any such disposition, after deduction for the expenses of re-taking, holding, preparing for sale, selling or the like, and reasonable attorneys' fees and legal expenses incurred by Mortgagee shall be applied against indebtedness in such order or manner as Mortgagee shall select, and (z) will account to Mortgagee for any surplus realized on such disposition;

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a). collect rentals due and owing pursuant to Leases and prosecute the collection of collateral or the proceeds thereof;

30. PAYMENT AND PERFORMANCE BY MORTGAGEE: In the event that Mortgagee shall fail to pay or perform any of its obligations contained herein and in Note and other loan documents (including the payment of expenses of foreclosure and court costs), Mortgagee may, but need not, pay or perform (or cause to be paid or performed) any obligation of Mortgagee pursuant thereto, in any form and manner deemed reasonably expedient by Mortgagee, as agent or attorney-in-fact of Mortgagee, and any amount so paid or expended (plus reimbursement to Mortgagee for its out-of-pocket and other expenses for each matter for which it acts hereunder), with interest thereon at Default Rate, shall be and become a part of indebtedness and shall be paid to Mortgagee upon demand. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not:

Mortgagee shall have the right, upon five (5) days' prior written notice to Mortgagee, to inspect and make copies of Mortgagee's books, records and income tax returns with respect to Mortgaged Premises for the purpose of verifying any Annual Financial Statement.

29. ANNUAL FINANCIAL STATEMENTS: Within ninety (90) days of the close of each fiscal year of Beneficiary, Mortgagee shall furnish Mortgagee with an annual statement of the operations of Mortgaged Premises during such fiscal year, in form satisfactory to Mortgagee, which may be prepared pursuant to audit and certified by an independent certified public accountant or by Beneficiary ("Annual Financial Statements").

28. EXECUTION OF SEPARATE SECURITY AGREEMENT AND FINANCING STATEMENT: In addition to this Mortgage being deemed a security agreement, Mortgagee shall, upon the written request of Mortgagee, as additional security for the payment of indebtedness and the performance of all of the terms, covenants, conditions and agreements set forth herein and in Note and other loan documents, execute and deliver to Mortgagee a security agreement, granting to Mortgagee a security interest in and to collateral, all right, title and interest of Mortgagee, as landlord, in and to Leases and all rents, issues and profits due or which may hereafter become due and payable pursuant to the terms and provisions thereof; and, further, execute and deliver Financing Statements pursuant to the Uniform Commercial Code, State of Illinois. Mortgagee agrees, from time to time, to execute such additional security agreements and Financing Statements as may be necessary to vest in Mortgagee a security interest in and to collateral and Leases until indebtedness is paid in full.

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If Mortgagee deems it to be to its best interest to retain the assistance of persons, firms or corporations (including, but not limited to, attorneys, appraisers, engineers and surveyors) with respect to a request for consent, Mortgagee shall reimburse

Any consent or approval requested of and granted by Mortgagee pursuant hereto shall be narrowly construed to be applicable only to Mortgagee and the matter identified in such consent or approval and no third party shall claim any benefit by reason thereof, and not be deemed to constitute Mortgagee a venturer or partner with Mortgagee whatsoever nor shall privity of contract be presumed to have been established with any such third party.

32. CONSENT OF MORTGAGEE: The consent by Mortgagee in any single instance shall not be deemed or construed to be Mortgagee's consent in any like matter arising at a subsequent date and the failure of Mortgagee to promptly exercise any right, power, remedy or consent provided herein or at law or in equity shall not constitute or be construed as a waiver of the same nor shall Mortgagee be estopped from exercising such right, power, remedy or consent at a later date and, except with respect to any request to extend credit or grant additional time to cure a Monetary Default or Non-Monetary Default, Mortgagee shall reasonably consider all requests for its consent or approval.

31. RELEASE: Upon payment in full of indebtedness, at the time and in the manner herein provided, this conveyance shall be null and void and, upon demand therefor following such payment, an appropriate instrument of reconveyance or release shall, in due course, be made by Mortgagee to Mortgagee, at Mortgagee's expense.

In making any payment or securing any performance relating to any obligation of Mortgagee hereunder, Mortgagee, so long as it acts in good faith, shall have the sole discretion as to the legality, validity and amount of any lien, encumbrance or imposition and of all other matters necessary to be determined in satisfaction thereof. No such action of Mortgagee shall be considered a waiver of any right accruing to it on account of the occurrence of any Monetary Default or Non-Monetary Default.

d). perform any act or deed reasonably necessary and required to protect the value of Mortgaged Premises and the security given for Indebtedness.

c). redeem from any tax sale or forfeiture affecting Mortgaged Premises or contest any Imposition; and

b). purchase, discharge, compromise or settle any Imposition, lien or any other lien, encumbrance, suit, proceeding, title or claim thereof;

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38. LATE CHARGE: In addition to the payment of indebtedness, Mortgagee shall have the right to demand and Mortgageor shall pay a late charge equal to FIVE CENTS (\$.05) for each ONE DOLLAR

37. TAX SERVICE CONTRACT: Mortgageor shall, at the request of Mortgagee, enter into a contract with a tax reporting agency approved by Mortgagee for the purpose of making annual tax searches to assure the prompt payment of real estate taxes and special assessments levied against Mortgaged Premises; PROVIDED, HOWEVER, that if Mortgagee does not require such an agency contract, Mortgageor shall reimburse Mortgagee or its loan servicing agent for the cost of such annual searches.

36. INDEMNIFICATION: Mortgageor shall indemnify Mortgagee from all losses, damages and expenses, including reasonable attorneys' fees, incurred in connection with any suit or proceeding in or to which Mortgagee maybe made a party for the purpose of protecting the lien of this Mortgage.

35. INSPECTIONS: Mortgagee by any authorized agent or employee and for the protection of its interest in Mortgaged Premises, is hereby authorized and empowered to enter in and upon Mortgaged Premises at any and all reasonable times, for the purpose of inspecting the same and ascertaining the condition thereof.

34. MORTGAGOR'S CONTINUING LIABILITY: This Mortgage is intended only as security for indebtedness and the performance of the terms, covenants, conditions and agreements contained herein and in Note and other Loan Documents. Mortgageor shall be and remain liable to perform all of the obligations assumed by it pursuant hereto and Mortgagee shall have no obligation or liability by reason of or arising out of this Mortgage and shall not be required or obligated, in any manner, to perform or fulfill any of the obligations of Mortgageor pursuant hereto, anything contained herein or in Note and other Loan Documents to the contrary notwithstanding.

33. CARE: Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any part of Mortgaged Premises in its possession if it takes such action for that purpose, as Mortgageor requests in writing, but failure of Mortgagee to comply with any such request shall not, of itself, be deemed a failure to exercise reasonable care and no failure of Mortgagee to preserve or protect any rights with respect to Mortgaged Premises against prior parties or do any act with respect to the preservation thereof not so requested by Mortgageor shall be deemed a failure to exercise reasonable care in the custody or preservation of Mortgaged Premises.

Mortgagee for all reasonable costs incurred in connection with the employment of such persons, firms or corporations.

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43. CAPTIONS: The headings or captions of the paragraphs or subparagraphs hereof are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms of this Mortgage.

If to Mortgagee, at 1144 W. Wrightwood Avenue,
Chicago, Illinois 60614.

If to Mortgagee, at 2401 North Halsted, Chicago,
Illinois 60614.

42. NOTICES: Any notice, consent or other communication to be served hereunder or pursuant to Note or other Loan Documents shall be deemed properly delivered if delivered personally or by Federal Express or comparable "over-night" courier service (which shall be deemed received on the date of delivery thereof) or by United States certified or registered mail, postage prepaid (which shall be deemed received three [3] days following the postmark date thereof), to Mortgagee and "Notice Receiver" (hereafter defined) at the addresses set forth below or to such other address as Mortgagee, Mortgagee or Notice Receiver may direct in writing:

41. TIME OF THE ESSENCE: It is specifically agreed that time is of the essence of this Mortgage and that a waiver of the options or obligations secured hereby shall not, at any time thereafter, be held to be abandonment of such rights. Notice of the exercise of any option granted to Mortgagee pursuant hereto or to Note or other Loan Documents is not required to be given.

40. GOVERNING LAW: This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois, without regard to its conflict of law principles. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; PROVIDED, HOWEVER, that if any part hereof shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder hereof or the remaining provisions of this Mortgage.

39. CORRECTIVE DOCUMENTS: Mortgagee shall, at the request of Mortgagee, promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgment hereof or in any other instrument executed in connection herewith or in the execution or acknowledgment of such instrument and will execute and deliver any and all additional instruments as may be requested by Mortgagee to correct such defect, error or omission.

(\$1.00) of payments due and owing on account of indebtedness not made when due.

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COOK COUNTY CLERK
JAN 1 1998

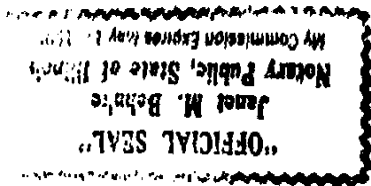
Property of Cook County Clerk's Office

My Commission expires: 5-17-92

Notary Public

1989.

GIVEN under my hand and seal this 25th day of October,



I, JANET M. BEITZKE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHRISTOPHER J. BURKE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

89535646

STATE OF ILLINOIS)
)
) ss.)
) COUNTY OF COOK)

KARL D. KRITZ

THOMAS L. COX

CHRISTOPHER J. BURKE

IN WITNESS WHEREOF, Mortgagor has signed this construction Mortgage and Security Agreement on the day and year first above written.

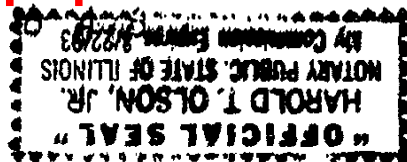
44. BENEFIT: All grants, conditions and provisions hereof shall apply, extend to and be binding upon Mortgagor and all persons claiming any interest in Mortgaged Premises by, through or under Mortgagor, and shall inure to the benefit of Mortgagee, its successors and assigns.

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My Commission expires: _____

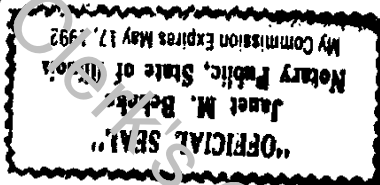
Harold T. Olson, Jr.
Notary Public

1989.

GIVEN under my hand and seal this 25 day of OCT,
I, Harold T. Olson, Jr., a Notary Public in and for said
county, in the state aforesaid, DO HEREBY CERTIFY that KARL D.
FRITZ, personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that he signed and delivered the
said instrument as his own free and voluntary act, for the uses and
purposes therein set forth.

STATE OF ILLINOIS)
) SS.)
COUNTY OF COOK)

My Commission expires: 5/17/92



Janet M. Beuhke
Notary Public

1989.

GIVEN under my hand and seal this 25th day of October,
I, JANET M. BEUHKKE, a Notary Public in and for said
county, in the state aforesaid, DO HEREBY CERTIFY that THOMAS L.
COX, personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that he signed and delivered the
said instrument as his own free and voluntary act, for the uses and
purposes therein set forth.

STATE OF ILLINOIS)
) SS.)
COUNTY OF COOK)

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CLERK OF COURT
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AKA: 2702 North Racine - Cyo

Permanent Tax No. 14-29-306-037-0000

Lot 5 in the subdivision of the South half of the South
half of Block 8 in the subdivision of Block 44 in Sheffield's
Addition in the South West quarter of Section 29, Township
40 North, Range 14, East of the Third Principal Meridian, in
Cook County, Illinois.

LEGAL DESCRIPTION

EXHIBIT A